



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

Approval of an Intergovernmental Agreement between Clackamas County and the City of Estacada to Transfer Permitting Authority, Maintenance Responsibility and Road Standards for a Portion of Darrow Rd(County Road #1393).

Purpose/Outcomes	Transfers permitting authority and, maintenance responsibility and road standards for construction on a portion of Darrow Rd to the City of Estacada.
Dollar Amount and Fiscal Impact	Cost savings in the form of staff time and Maintenance monies used on a County maintained portion of road located entirely within the City of Estacada. The eventual cost of transfer will be \$17,600, which represents the cost of a 2" asphalt overlay.
Funding Source	Road Fund
Duration	Upon execution; permanent
Previous Board Action	N/A
Strategic Plan Alignment	Build a strong infrastructure Build public trust through good government
Contact Person	Michael Bays, Survey/CADD Supervisor; 503-742-4667

BACKGROUND:

Clackamas County currently has jurisdiction, including permitting authority, enforcement of road standards, and maintenance responsibility of Darrow Road in Estacada. An approximately 540 foot long section of Darrow Road lies within the boundary of the City of Estacada and it is agreed that the City of Estacada is best suited to exercise primary road authority over this section of Darrow Road. This intergovernmental agreement addresses transferring rights and duties as "road authority," including permitting authority, enforcement development of road standards, and maintenance responsibility to the City for this portion of Darrow Road.

Transferring rights and duties as road authority for this portion of Darrow road to the City of Estacada will eliminate confusion and improve efficiencies of maintenance and public service. The City will perform all construction and reconstruction; improvement or repair and maintenance; review and issuance of access permits; establishment of roadway standards; acquisition of right of way; storm water and drainage facility repair and maintenance; and review and issuance of street opening permits.

The City has formally requested that the County fully transfer jurisdiction of Darrow Road over to the City (see attached Resolution 2019-002). The County is in the process of providing notice and scheduling a hearing for the Board to consider whether this transfer is in the public interest. The County will retain official jurisdiction of this portion of the roadway until such time as a full transfer of jurisdiction of this portion of Darrow Road has been completed.

The attached IGA formalizes an agreement to provide funds to the City of Estacada in the amount of \$17,600, which is equal to the cost of a 2" asphalt overlay in the event the City is successful in assuming exclusive jurisdiction over a portion of Darrow Road containing approximately 21,600 square feet of Right-of-Way. Payment of these funds are contingent upon the City finalizing the jurisdictional transfer process. Once jurisdiction is transferred, the City becomes the official "Road Authority" responsible for all maintenance, permitting and road standard activities. This IGA provides the City the right, in the interim, to perform duties typically associated with the "Road Authority."

This agreement has been reviewed and approved by County Counsel and signed by the Mayor of the City of Estacada.

RECOMMENDATION:

Staff respectfully requests that the Board approve the attached IGA between Clackamas County and the City of Estacada related to the transfer of jurisdiction of a portion of Darrow Road and the payment to the City in an amount equivalent to a 2" asphalt overlay over that portion being transferred to the City of Estacada.

Respectfully submitted,

Michael Bays
Survey & CADD Supervisor – Department of Transportation and Development

Attachments:
Intergovernmental Agreement
Map of proposed transfer area
City of Estacada Resolution 2019-002

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ESTACADA AND
CLACKAMAS COUNTY RELATED TO THE TRANSFER OF A PORTION OF
DARROW ROAD**

This agreement (the "Agreement") is made on the date all required signatures have been obtained, between the City of Estacada ("CITY"), a municipal corporation of the State of Oregon, and Clackamas County ("COUNTY"), a political subdivision of the State of Oregon, pursuant to ORS Chapter 190 (Intergovernmental Cooperation), collectively referred to as the "PARTIES" and each a "PARTY."

RECITALS

WHEREAS, ORS Chapter 190 authorizes local governments to enter into intergovernmental agreements for the performance of any or all functions and activities that a local government, its officers or agencies, have the authority to perform;

WHEREAS, the portion of Darrow Rd. subject to this Agreement is located entirely within the boundaries of the City and is a County Road, as defined in ORS 368.001 ("Darrow Rd.");

WHEREAS, Darrow Rd. is depicted in Exhibit "B" and more particularly described in Exhibit "A," all of which are attached hereto and incorporated herein;

WHEREAS, the Parties agree that the City is best suited to assume primary responsibility for maintenance and permitting of Darrow Rd.;

WHEREAS, ORS 373.270 provides a procedure whereby a county may transfer jurisdiction over any county roads within a city to the City, and the Parties desire to pursue a transfer of jurisdiction of Darrow Rd. pursuant to the terms of this Agreement; and

WHEREAS, the Parties agree that Darrow Rd. should be improved, or the City should be compensated, consistent with the terms of this Agreement at, or prior to, the completion of the full transfer pursuant to ORS 373.270.

WHEREAS, the City of Estacada has approved resolution 2019-002 requesting that Clackamas County surrender jurisdiction over a certain portion of Darrow Rd as depicted in Exhibit "B".

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Term.** This Agreement shall be effective upon execution, and shall expire automatically at the time the City assumes jurisdiction of Darrow Rd. pursuant to ORS 373.270, and the County has paid the amount of money set forth herein.

2. County Responsibilities.

- A. The County shall give notice and shall carry out those procedures set forth in ORS 373.270 to determine whether it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Darrow Rd.
- B. The County shall provide to the City the sum of \$17,600, which is equivalent to the cost of the following improvement: a 2-inch asphalt overlay on the portion of Darrow Rd. identified in the exhibits attached to this Agreement. The sum of \$17,600 identified in this paragraph shall be payable to the City within 30 days of the date that full and absolute jurisdiction over Darrow Rd. is surrendered by the County and accepted by the City as described below.

3. City Responsibilities.

- A. After the County has initiated the process to transfer jurisdiction of Darrow Rd., the City shall carry out any additional procedures necessary, as set forth in ORS 373.270, for purposes of finalizing the transfer. The City shall not unreasonably delay or withhold its consent to the transfer of Darrow Rd., and shall complete the process to finalize the transfer within 90 days from the date that the County concludes its hearing and decision on the matter. This obligation shall terminate in the event the governing body of the County fails to find that it is necessary, expedient or for the best interests of the County to surrender jurisdiction over Darrow Rd.
- B. The City agrees to assume full and absolute jurisdiction over the portion of Darrow Rd. identified in the exhibits attached to this Agreement, if the governing body of the City and the governing body of the County both determine that it is necessary, expedient or for the best interests of their respective jurisdictions to complete the transfer described herein.

4. Termination.

- A. The County and the City, by mutual written agreement, may terminate this Agreement at any time.
- B. Either the County or the City may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking the termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If the breaching Party has not entirely cured the breach within fifteen (15) days of deemed or actual receipt of the notice, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination. If the default is of such a nature that it cannot be completely remedied within such fifteen (15) day period, this provision shall be complied with if the breaching Party begins correction of the default within the fifteen (15) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable. The Party giving notice shall not be required to give more than one (1) notice for a similar default in any twelve (12) month period.
- C. The County or the City shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

- D. Nothing herein shall prevent the Parties from meeting to mutually discuss the Project. Each Party shall use best efforts to coordinate with the other to minimize conflicts.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

5. **Indemnification.**

- A. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the County agrees to indemnify, save harmless and defend the City, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the County or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the County has a right to control.
- B. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, save harmless and defend the County, its officers, elected officials, agents and employees from and against all costs, losses, damages, claims or actions and all expenses incidental to the investigation and defense thereof (including legal and other professional fees) arising out of or based upon damages or injuries to persons or property caused by the negligent or willful acts of the City or its officers, elected officials, owners, employees, agents, or its subcontractors or anyone over which the City has a right to control.

6. **General Provisions**

- A. **Oregon Law and Forum.** This Agreement shall be construed according to the laws of the State of Oregon, without giving effect to the conflict of law provisions thereof.
- B. **Applicable Law.** The Parties hereto agree to comply in all ways with applicable local, state and federal ordinances, statutes, laws and regulations.
- C. **Non-Exclusive Rights and Remedies.** Except as otherwise expressly provided herein, the rights and remedies expressly afforded under the provisions of this Agreement shall not be deemed exclusive, and shall be in addition to and cumulative with any and all rights and remedies otherwise available at law or in equity. The exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach, or for any other default or breach, by the other Party.
- D. **Access to Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three

years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

- E. **Debt Limitation.** This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- F. **Severability.** If any provision of this Agreement is found to be unconstitutional, illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken. The Court or other authorized body finding such provision unconstitutional, illegal or unenforceable shall construe this Agreement without such provision to give effect to the maximum extent possible the intentions of the Parties.
- G. **Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties on the matter of the Project. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- H. **Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- I. **Independent Contractor.** Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- J. **No Third-Party Beneficiary.** Neither Party intends that this Agreement benefit, or create any right or cause of action in, or on behalf of, any person or entity other than the County or the City.
- K. **No Assignment.** No Party shall have the right to assign its interest in this Agreement (or any portion thereof) without the prior written consent of the other Party, which consent may be withheld for any reason. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

- L. **Counterparts.** This Agreement may be executed in any number of counterparts (electronic, facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
- M. **Authority.** Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for a Party represents that it has been authorized by that Party to execute and deliver this Agreement.
- N. **Necessary Acts.** Each Party shall execute and deliver to the others all such further instruments and documents as may be reasonably necessary to carry out this Agreement.

CLACKAMAS COUNTY

Chair

Date

Recording Secretary

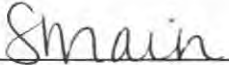
CITY OF ESTACADA



Mayor

2/25/19

Date



Recording Secretary

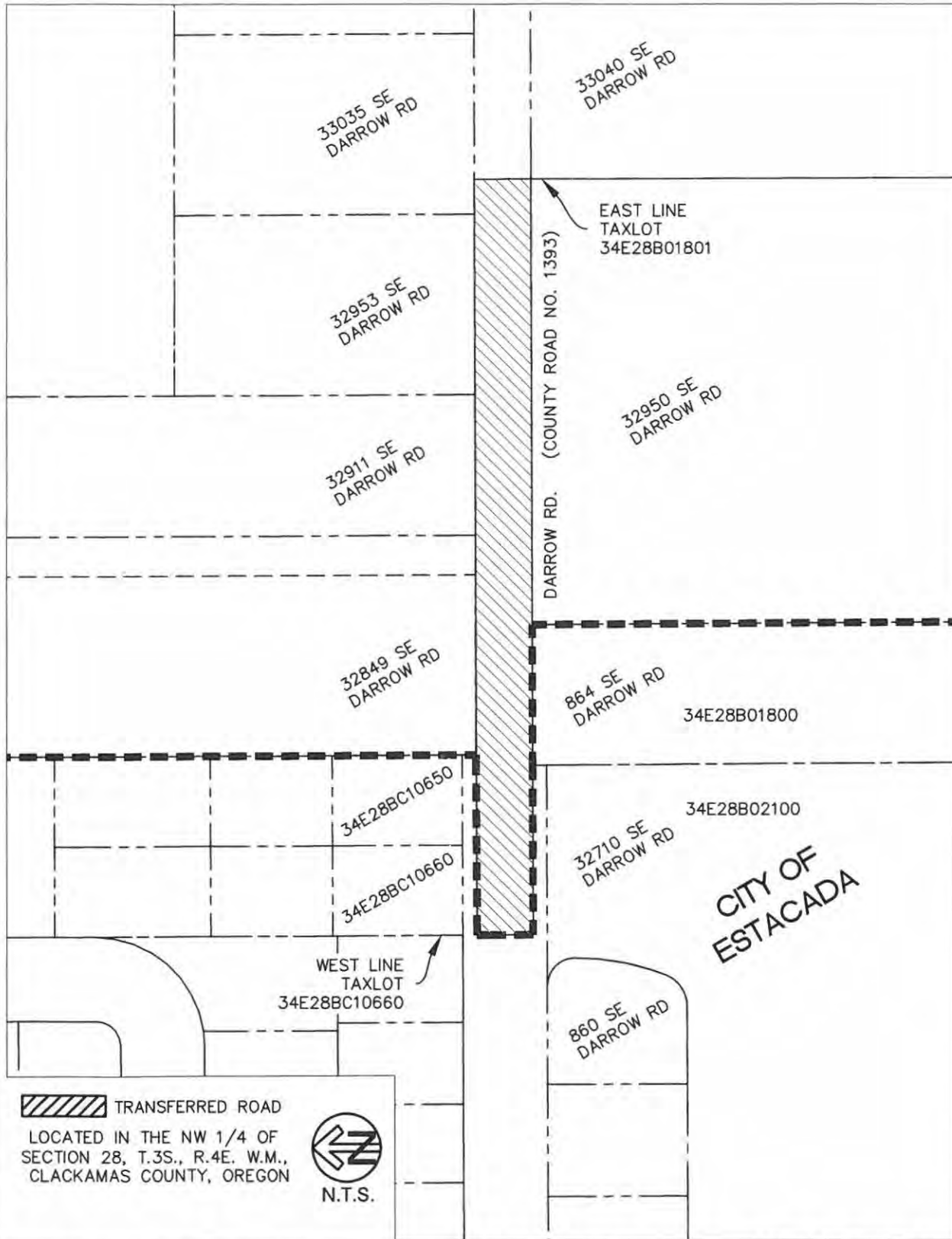
Exhibit A

Southwest Darrow Road Description

All that portion of Darrow Road, County Road 1393, Department of Transportation and Development maintenance No. 34071; Situated in the northwest 1/4 Section 28, T. 3S., R. 4E., W.M. as depicted on Exhibit B, attached hereto, lying within the boundary of the City of Estacada and being west of the extension of the easterly boundary of TL 34E28B01801 and east of the extension of the westerly boundary to TL 34E28BC10660. Being a total of approximately 540 feet long, varying in width.

Containing 21,600 square feet, more or less.

EXHIBIT "B"



DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
 150 BEAVERCREEK ROAD
 OREGON CITY, OR 97045



BY: M.BAYS DATE: 1/29/2019
 JURISDICTIONAL TRANSFER
 DARROW ROAD
 COUNTY ROAD NO. 1393

SHEET
 1 OF 1



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Local Agency Agreement No. 33216 with
Oregon Department of Transportation for the
Canby Marquam Hwy: Bear Creek Bridge #06027**

Purpose/Outcomes	Using State Funded Local Project (SFLP) Program funds, this agreement allows Clackamas County to proceed with design, right of way and construction of the replacement of the existing Bear Creek Bridge on the Canby Marquam Highway.
Dollar Amount and Fiscal Impact	Overall Project Cost Estimate: \$2,313,800 State Funded Local Project Program funds: \$2,076,172.74 County Road funds: \$237,627.26
Funding Source	State Funded Local Project Program Funds (SFLP) and County Road Funds.
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	None
Strategic Plan Alignment	This project will "Build a strong infrastructure" and "Ensure safe, healthy and secure communities" by replacing a functionally obsolete and structurally deficient bridge.
Contact Person	Joel Howie, Civil Engineering Supervisor 503-742-4658

BACKGROUND:

This is a project agreement between Clackamas County and the Oregon Department of Transportation (ODOT) to replace the existing bridge over Bear Creek on Canby Marquam Highway. The existing bridge, built in 1960, is showing signs of decay as a result of heavy truck traffic. The bridge is considered functionally obsolete (narrow) and structurally deficient, with a sufficiency rating of 27.2. The bridge is composed of undersized timber members that have shear and flexure damage, which were temporary repaired until the bridge can be replaced. The asphalt pavement wearing surface requires constant repair due to the bridge vibrating and shaking when trucks travel on the bridge.

The County obtained federal Highway Bridge Program funds from the ODOT Local Bridge Program and requested to exchange the federal funds for state funds. The federal funds are to be exchanged at a 1:1 fund ratio up to \$2,076,172.74. The state funds will be matched by up to \$237,627.26 in County Road Funds for a total project cost of \$2,313,800.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Local Agency Agreement with ODOT for the Canby Marquam Hwy: Bear Creek Bridge #06027 as listed in the agreement.

Respectfully submitted,

Joel Howie,
Civil Engineering Supervisor

LOCAL AGENCY AGREEMENT
State Funded Local Project Program
Canby Marquam Hwy: Bear Creek Bridge #06027
Clackamas County

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT;" and CLACKAMAS COUNTY, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Agency wishes to exchange unspent federal funds for state funds in order to fund the Project using state funding. State has determined that Agency is eligible for state funds for the work to be performed under this Agreement through the State Funded Local Project Program. The Parties enter into this Agreement to exchange these funds, identify the Project that will be funded with the state funds, and describe the method State will use to reimburse Agency for work performed on the Project using the state funds, including establishing invoicing requirements and the proportional reimbursement rate.
2. By the authority granted in Oregon Revised Statute (ORS) 190.110, 366.572 and 366.576, state agencies may enter into cooperative agreements with counties, cities, and units of local government for the performance of any or all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform.
3. Canby Marquam Highway and Bear Creek Bridge are a part of the county road system under the jurisdiction and control of Agency.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. State and Agency agree to Agency replacing the existing Bear Creek Bridge (#06027) with a new single-span pre-cast, pre-stressed concrete beam structure, an approximately 81 feet long and 36 feet wide bridge, hereinafter referred to as "Project." The Project location and approximate limits are shown the map Marked "Exhibit A," attached hereto and by this reference made a part hereof.
2. The total Project cost for the work to be performed under this Agreement is estimated at \$2,313,800, which is subject to change. Prior to exchanging funds, the federal share of the total Project cost is \$2,076,172.74.
 - a. Per the 1:1 fund exchange ratio of state dollars to federal dollars, Agency will exchange \$2,076,172.74 of federal dollars allocated for this Project for \$2,076,172.74 of state dollars.

- b. State funds under this Agreement are limited to \$2,076,172.74.
3. Upon receipt and approval of Agency's invoice(s), State shall proportionately reimburse Agency 89.73 percent of eligible, actual costs incurred in carrying out the Project, up to the maximum amount of state funds committed for the Project.
4. Agency is solely responsible for any and all costs incurred in excess of the state funds identified in this Agreement. Any unspent state funds will be retained by State and will not be available for Agency use. State funds transferred to Agency must be used for the Project.
5. To be eligible for reimbursement, expenditures must comply with the requirements of Article IX, Section 3a of the Oregon Constitution. Eligible costs are defined as reasonable and necessary costs incurred by the Agency in performance of the Project.
6. The term of this Agreement will begin upon the date all required signatures are obtained and will terminate upon completion of the Project and final payment or ten (10) calendar years following the date of final execution, whichever is sooner.

AGENCY OBLIGATIONS

1. Agency shall perform the work described in TERMS OF AGREEMENT, Paragraph 1 of this Agreement.
2. **Americans with Disabilities Act Compliance:**
 - a. Agency shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA").
 - b. Agency may follow its own processes or may use ODOT's processes for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/construction/pages/index.aspx>

Additional ODOT resources are available at

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

ODOT has made its forms, processes, and resources available for Agency's use and convenience.

- c. Agency assumes sole responsibility for ensuring that the Project complies with the ADA, including when Agency uses ODOT forms and processes. Agency acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - d. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction, to the greatest extent possible.
 - e. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - f. Maintenance obligations in this section shall survive termination of this Agreement.
3. Except as otherwise provided in Agency Obligations Paragraph 2 above, Agency agrees that the Project shall be developed in conformance with the applicable American Association of State Highway and Transportation Officials (AASHTO) standards, including the current edition of A Policy on Geometric Design of Highways and Streets.

4. Except as otherwise provided in this Agreement, State and Agency agree that the bridge design shall meet AASHTO Load Resistance Factor Design (LRFD) Bridge Design Specifications (current version), AASHTO Guide Specifications for LRFD Seismic Bridge Design, and ODOT Load and Resistance Factor Rating (LRFR), Tier 2 Load rating.
5. Agency shall comply with all terms of federal National Environmental Policy Act (NEPA) and other federal permit provisions required for this Project.
6. Agency shall submit all of the following items to State's Project Manager, at Project completion and prior to final payment:
 - a. Final Project completion Inspection form No. 734-5063 (completed with State's Project Manager);
 - b. Final Cost;
 - c. As-Constructed Drawings
7. Agency must electronically submit the following information for any bridge project by email to the State's Senior Local Bridge Standards Engineer at: Holly.M.Winston@odot.state.or.us, and to the bridge@odot.state.or.us mailbox. This information must be received within ninety (90) days of the issuance of Second Notification:
 - a. Bridge As-Constructed Drawings
 - b. Structural Analysis Information (if applicable);
 - c. Foundation Report;
 - d. Hydraulic Report including Scour Analysis;
 - e. Pile Records and drill logs (if applicable);
 - f. Final Load Rating calculation with a stamped report containing all files electronically to the State's Senior Local Bridge Standards Engineer;
 - g. Notify State's Local Agency Bridge Inspection Coordinator at: Richard.J.King@odot.state.or.us, and bridge@odot.state.or.us to ensure the initial inspection will be scheduled; and
 - h. Inspection with State's Project Manager under this Agreement, State's Region Senior Structural Designer, or State's Senior Local Bridge Standards Engineer.
8. Agency shall submit, prior to final payment, required bridge plans, reports, and documentation to State's Project Manager and Senior Local Bridge Standards

Engineer, using an electronic files package: PDF file output that shows all red-line as-constructed markups of plan sheets (and additional files listed below, if applicable to the Project). Agency shall follow the file naming convention required in the CAD Manual located at:

<https://www.oregon.gov/ODOT/Bridge/Pages/Bridge-Design-Manual.aspx>

- a. In the “AsConstructedPlans” folder on State’s FTP directory (available at the following link): <ftp://ftp.odot.state.or.us/AsConstructedPlans/>, Agency shall create a subfolder under the “Bridge” folder using the bridge numbers shown in this Agreement for each bridge for the subfolder name. Agency shall place the PDF files in these folders, including:
 - i. **11 inch x 17 inch PDF plan sheets** stamped and signed - as-constructed markups, containing final construction notes.
 - ii. Agency shall also place copies in same FTP folder of the following reports/records identified in Agency Obligations, paragraph 7 of this Agreement.
 - b. Agency shall send email notification to State’s Project Manager and Senior Local Bridge Standards Engineer Holly.M.WINSTON@odot.state.or.us and to the bridge@odot.state.or.us mailbox after placing files on FTP site (include link to applicable FTP subfolder in email).
9. **Project Change Request (PCR) Process** - Agency must obtain approval from State’s Bridge STIP Coordinator and State’s Bridge Engineer for changes to the Project’s scope, schedule, or budget by submitting a PCR, as specified in Paragraph 9a-f, below. Agency shall be fully responsible for all costs attributable to changes to the established Project scope, schedule or budget made prior to an approved PCR. Amendments to this Agreement are required for all approved PCRs.
- a. **Scope** - A PCR is required for any significant change or reduction in the scope of work described in the Project Description in Terms of Agreement, paragraph 1.
 - b. **Schedule**– A PCR is required if Agency or State’s Contact anticipates that any Project Milestone will be delayed by more than ninety (90) days, and also for any change in schedule that will require amendment of the Statewide Transportation Improvement Program (STIP).
 - c. **Budget** – The Project’s estimated budget is used for determining the level of compensation for completed work. Increases or decreases in the budget which require a STIP amendment also require the submission of a PCR to the State’s Regional Local Agency Liaison.
 - d. PCR requests that result in Project cost increases that are equal to or less than twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is less, can be approved by the State Bridge Engineer. Such

amendments can be approved and entered into by the State Bridge Engineer, subject to any applicable State approvals.

- e. PCR requests that result in a Project cost increase in excess of twenty (20) percent of the total estimated Project cost or \$200,000, whichever amount is greater, must be approved by the State Bridge Engineer and the Local Agency Bridge Selection Committee with a majority vote. Such amendments must be executed by the same officials who executed the original Agreement, and are subject to any applicable State approvals.
- f. **PCR Form** - Agency must submit all change requests using PCR Form 734-2851 attached by reference and made a part of this Agreement. The PCR Form is due no later than thirty (30) days after the need for change becomes known to Agency. The PCR shall explain what change is being requested, the reasons for the change, and any efforts to mitigate the change. A PCR may be rejected at the discretion of State's Bridge Engineer.

The fillable PCR form and its instructions are available at the following web site:

<https://www.oregon.gov/ODOT/LocalGov/Pages/Forms-Apps.aspx>

- 10. Agency shall present invoices for the eligible, actual costs incurred by Agency on behalf of the Project directly to State's Project Manager listed in this Agreement for review and approval. Such invoices shall be in a form identifying the Project, Key Number, the Agreement number, the Project phase and amount charged to each (such as preliminary engineering, right of way, and construction), the invoice number, and will itemize all expenses for which reimbursement is claimed. Invoices shall be presented for periods greater than one month, based on actual expenses incurred, and must clearly specify the percentage of completion of the Project. Agency shall also include with the invoice a Project progress report or summary that describes work accomplished for the period being invoiced and work expected for the next invoicing period. Travel expenses will not be reimbursed.
- 11. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- 12. Agency or its consultant shall acquire all necessary right of way in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35 and the State Right of Way Manual.
- 13. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including,

without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

14. Agency shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.
15. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
16. Agency shall, at its own expense, maintain, operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. State and Agency agree that the useful life of this Project is defined as seventy-five (75) years. Maintenance and power responsibilities shall survive any termination of the Project Agreement.
17. Utility relocation or reconstruction may or may not be an eligible Project expense according to the following standard:
 - a. The expense is an eligible expense if the owner of the utility facility possesses a property right for its location on the public right of way.
 - b. The expense is not an eligible expense if the owner of the utility facility does not possess a property right for its location, but the facility exists on the public right of way solely under the permission of the Agency or other road authority, whether that permission is expressed or implied, and whether written or oral.
18. Agency certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within Agency's current appropriation or limitation of the current budget. Agency further agrees that they will only submit invoices to State for reimbursement on work that has been performed and paid for by Agency as described in this Agreement.

19. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of the State, be indemnified from and against all Claims caused or alleged to be caused by the contractor or subcontractor.
20. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.
21. If Agency enters into a construction contract for performance of work for the Project, then Agency will include provisions in that contract requiring its contractor to comply with the following:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. Contractor shall indemnify, defend and hold harmless State from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.
 - c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability

Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than \$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
 - e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
 - f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
22. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts during the course of the Project and for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
23. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
24. Agency's Project Manager for this Agreement is Joel Howie, PE, Civil Engineering Supervisor, Clackamas County Department of Transportation and Development, 150 Beaver Creek Road, Oregon City, Oregon 97405; phone: 503-742-4658; email: JHowie@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. In consideration for the services performed under this Agreement, State shall reimburse Agency 89.73 percent of eligible costs incurred in carrying out the Project up to the maximum amount of state funds committed for the Project in Terms of Agreement, Paragraph 2 of this Agreement. Reimbursements shall be made by State within forty-five (45) days of State's approval of a request for reimbursement from Agency, except that final payment will be withheld until the State's Project Manager has completed final project inspection and project acceptance.
2. State shall provide the following items to Agency's Project Manager no later than 30 days after execution of this Agreement:
 - a. Scoping Notes; and
 - b. Any other project specific information gathered during the scoping and selection process
3. State's Project Manager will arrange for a final project inspection upon notification from Agency of Project completion, to confirm project completeness and fulfillment of Agreement obligations, prior to final payment.
4. State's Project Manager for this Agreement is Valerie Greenway, Senior Project Leader, Region 2, Area 3, 455 Airport Road SE, Bldg. B, Salem, Oregon 97301; phone: 503-986-2865; email: valerie.greenway@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

- e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
3. If State terminates this Agreement for the reasons described in General Provisions 2(a) or (b) above, Agency must reimburse State for all state funds expended. If Agency fails to reimburse State, State may withhold Agency's proportional share of State Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
5. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
6. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
7. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant

equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

8. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
9. State and Agency are the only Parties to this Agreement and, as such, are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third persons unless such third persons are expressly identified by name and specifically described as intended to be beneficiaries of its terms.
10. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
11. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #20316) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently by amendment to the STIP).

Clackamas County/ODOT
Agreement No. 33216

CLACKAMAS COUNTY, by and through
its elected officials

By _____
Chair

Date _____

By _____
Recording Secretary

Date _____

**LEGAL REVIEW APPROVAL (If required in
Agency's process)**

By _____
County Legal Counsel

Date _____

Agency Contact:

Joel Howie, PE, Civil Engineering Supervisor
Clackamas County Department of
Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97405
503-742-4658
JHowie@co.clackamas.or.us

State Contact:

Valerie Greenway, Senior Project Leader,
Region 2, Area 3
455 Airport Road SE, Bldg. B
Salem, OR 97301
503-986-2865
valerie.greenway@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Region 2, Area 3 Manager

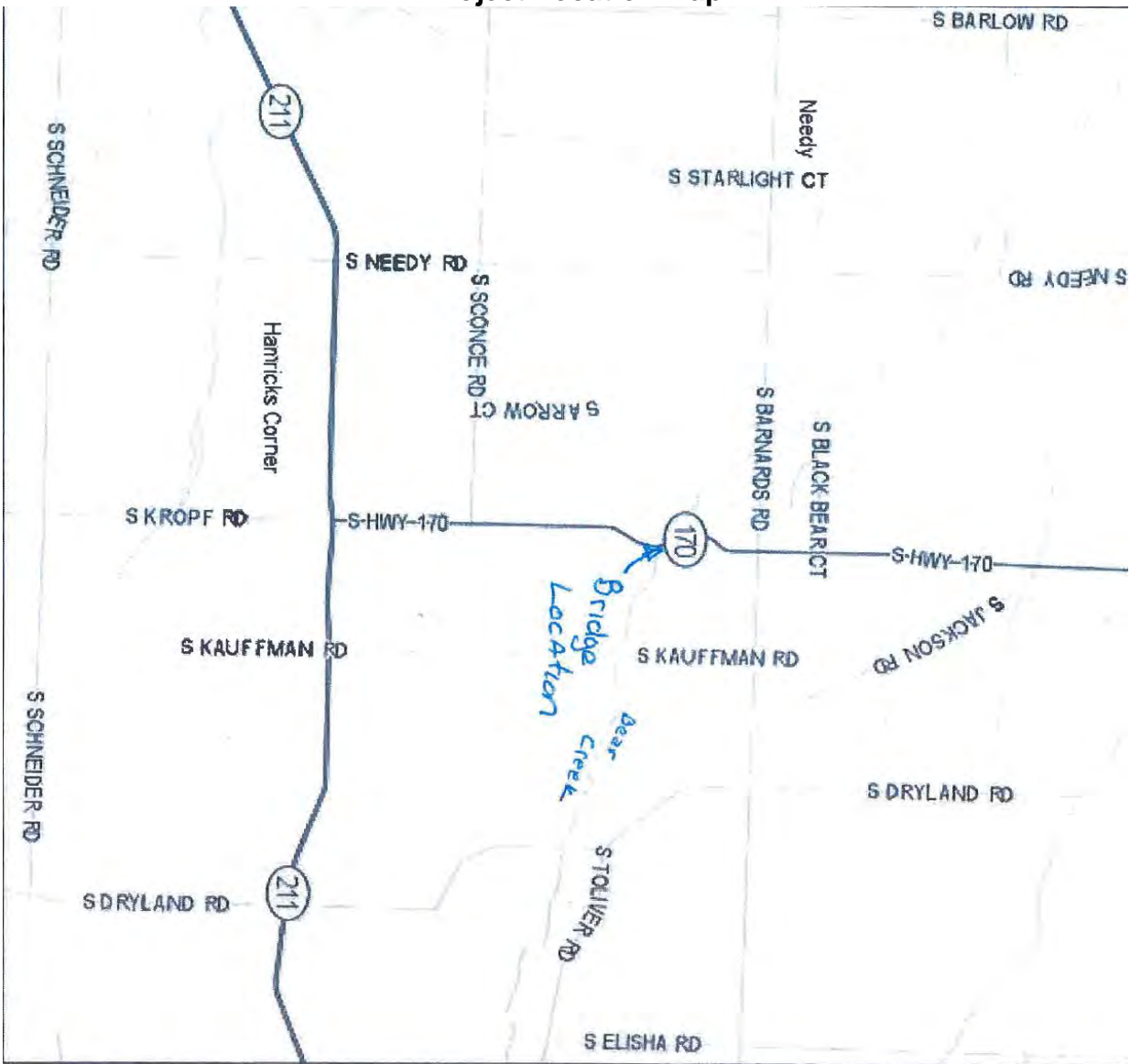
Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General

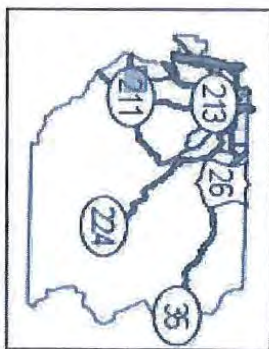
Date _____

EXHIBIT A – Project Location Map



Clackamas County

Bear Creek (Canby Marquam Hwy) Bridge



Geographic Information Systems
 168 Warner Millie Road
 Oregon City, OR 97045

This map and all other information have been compiled for preliminary and/or general purposes only. This information is not intended to be complete for purposes of determining land use restrictions, zoning, title, parcel size, or suitability of any property for a specific use. Users are cautioned to field verify all information before

Thu, 18 Feb 2016 14:12:16



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

A Board Order Acknowledging a Platted Right of Way and Simultaneously Vacating a Portion of Mountain Road

Purpose/Outcomes	Acknowledges platted variable width right of way dedication as part of the County Road system. Simultaneously vacates a portion of Mountain Road right of way.
Dollar Amount and Fiscal Impact	None
Funding Source	N/A
Duration	Upon execution; permanent right of way easement and vacation.
Previous Board Action	N/A
Strategic Plan Alignment	Grow a Vibrant Economy
Contact Person	Doug Cutshall, Engineering Technician 503-742-4669

BACKGROUND:

Mountain Road, (originally named De Neui Road), County Road No. 684, being 60 feet wide, located in the NW quarter of Section 9, Township 3 South, Range 1 East, W.M., was established, September 03, 1909. A recent survey and subdivision plat, Cade Estates, Plat Number 4500, determined the road as traveled does not exactly follow the original 1909 alignment or a 1957 dedication of right of way for the realignment of Mountain Road. The affected property owner has correctly surveyed and dedicated via the plat, an as traveled sixty foot wide road right of way through their property and would like to vacate those portions of the old alignment lying outside the newly established right of way.

Acknowledging the platted variable width right of way dedication, as part of the County Road system will allow for the simultaneous vacation of the unused portion of road right of way. There are no negative impacts to the traveling public or the adjoining property owners by this simultaneous road vacation.

Mountain Road within the Cade Estates Plat is open to the public for travel. After considering traffic impacts, fiscal impacts, and social impacts, staff believes that it would be in the public's interest to approve the Board Order Acknowledging the variable width right of way plat dedication as part of the County Road system and simultaneously vacating the unused SW Mountain Road right of way, in accordance with ORS 368.126.

County Counsel has reviewed and approved this action.

RECOMMENDATION:

Staff respectfully recommends that the Board adopt the attached Board Order Acknowledging the variable width right of way dedication as being part of the County Road system and simultaneously vacating the unused portion of SW Mountain Road right of way, County Road No. 684, DTD No. 21485.

Respectfully submitted,

Douglas Cutshall,
Engineering Technician DTD

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON

In the Matter of Acknowledging
a Previously Dedicated Easement to
be Part of the County Road System
and the Simultaneous Vacation of a
Portion of SW Mountain Road, Co. Rd.
No. 684, DTD No. 21485, Situated in
Section 9, T.3 S., R.1 E., W.M.



Order No.
Page 1 of 1

This matter coming before the Board of County Commissioners at this time and it appearing to the Board that Mountain Road, in the plat of Cade Estates, Plat Number 4500, Clackamas County Plat Records, does not follow the 1909 or 1957 dedicated right of way. To remedy the error, a new as traveled 60 foot wide right of way has been accurately surveyed and dedicated through the said Cade Estates plat, however, the old excess right of way still exists, and;

IT APPEARING to the Board that said excess right of way beyond the 60 foot established width, may be vacated by acknowledging the Variable Width Right of Way Dedication, as described and depicted in said Cade Estates, Plat Number 4500, to be part of the County Road System, which will allow the Board, per ORS 368.126, to simultaneously vacate the excess unused portion of Mountain Road right of way within said plat, and as shown on attached Exhibit "A"; now therefore,

IT IS HEREBY ORDERED that the Board having Acknowledged said Variable Width Right of Way Dedication, in Cade Estates, Plat Number 4500, Clackamas County Plat Records, to be a part of the County Road System, being a part of County Road Number 684, can now, simultaneously vacate the unused, 1909 and 1957, portion of Mountain Road right of way within said plat lying outside of the 60 foot wide as traveled right of way, as shown on attached Exhibit "A" being incorporated in this Order.

IT IS FURTHER ORDERED that this Order and supporting documents be recorded free of charge with the Clackamas County Clerk when presented, with copies sent to the County Assessor Office, County Surveyor's Office, and County Finance/Fixed Assets' Offices.

ADOPTED this _____ day of March, 2019

BOARD OF COUNTY COMMISSIONERS

Chair

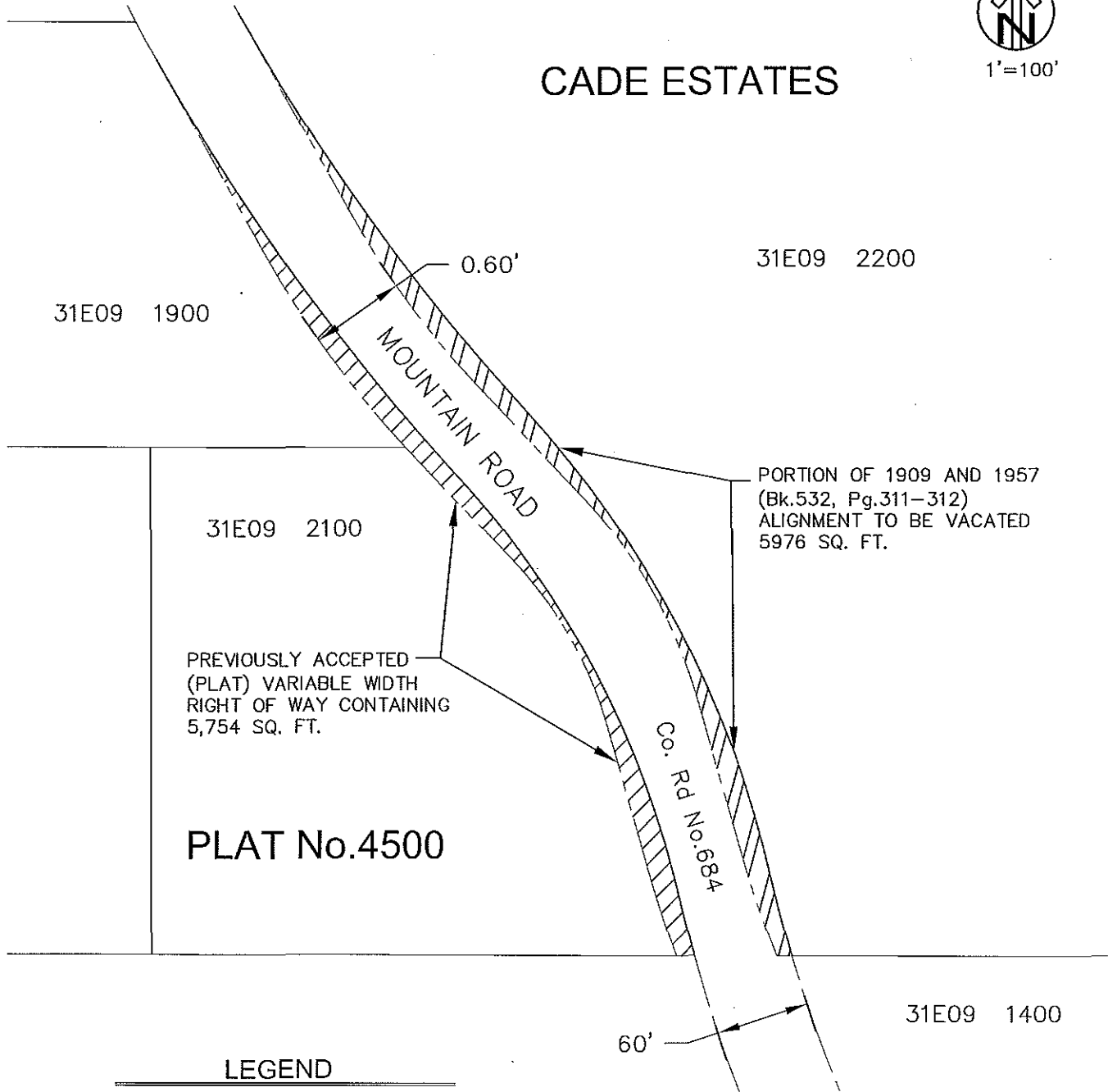
Recording Secretary

LOCATED IN THE NW 1/4 OF
SECTION 9, T.3S., R.1E., W.M.
CLACKAMAS COUNTY, OREGON

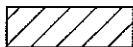
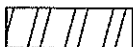


1"=100'

CADE ESTATES



LEGEND

-  DEDICATED RIGHT-OF-WAY
-  VACATED RIGHT-OF-WAY



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

DEVELOPMENT SERVICES BUILDING

150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioner
Clackamas County

**Approval of Supplemental Project Agreement No. 33150 with
Oregon Department of Transportation (ODOT) for the
Clackamas County Regional Freight Intelligent Transportation System (ITS) Project**

Purpose/Outcomes	Using Federal-Aid Surface Transportation Program (STP) funds, this agreement allows Clackamas County to proceed with the design and construction implementation of ITS technologies to improve the reliability and safety of regional freight system within Clackamas industrial areas.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,055,388.05 Federal-Aid STP funds: \$1,844,299.70 Road Fund Match (10.27%): \$211,088.35
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or first ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	01/01/17 – BCC Approval of Master Certification Agreement No. 30923 for County implementation of federally funded projects. 05/05/2016 – BCC approval of Amendment No. 1 to Agreement No. 29996 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
Strategic Plan Alignment	<ul style="list-style-type: none"> • Grow a vibrant economy • Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

The scope of the project is to improve the reliability and safety of the regional freight system by managing freight vehicle delay in known congested areas and improve freight-related roadway design deficiencies within Clackamas County. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. With original Local Agency Agreement No. 29996, Phase 1 was completed in late summer of 2018. This Supplemental Project Agreement No. 33150 under County's Local Agency Certification Program Agreement No. 30923 with ODOT will allow County to complete the remaining Phase(s). This project will be financed with 89.73% of Federal STP funds matched by 10.27% of County Road Funds.

This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Supplemental Project Agreement with ODOT for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

**Oregon Department of Transportation
LOCAL AGENCY CERTIFICATION PROGRAM
Supplemental Project Agreement No. 33150
Clackamas County Regional Freight ITS Project**

THIS SUPPLEMENTAL PROJECT AGREEMENT (Agreement) is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and CLACKAMAS COUNTY acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually as "Party" or collectively as "Parties."

RECITALS

1. By the authority granted in Local Agency Certification Program Agreement No. 30923, executed on January 30, 2017 (Local Agency Certification Program Agreement) incorporated herein and by this reference made a part hereof, State may enter into this Supplemental Project Agreement with Agency for the performance of work on this improvement Project. The Certification Program allows State to certify a Local Agency's procedures and delegates authority to the certified Local Agency to administer federal-aid projects.
2. Certification status information as of the date of execution of this Agreement:
 - a. Agency is fully certified in the following functional areas:
 - design (excluding bridge design)
 - "advertise, bid, and award" for construction contracts
 - construction contract administration
 - b. Agency is conditionally certified in the following functional areas:
 - Consultant selection (direct appoint, formal and informal processes)
 - c. Agency is not currently seeking certification in the following functional area(s):
 - bridge design
 - d. Agency has completed or is in the process of completing the number of test project(s) required by ODOT for the Agency to become fully certified in the following functional areas:
 - Consultant selection (direct appoint, formal and informal processes)

The Parties are in the process of assessing the Agency's test project(s) and required program documents to transition the Agency from conditional to full certification for the functional areas listed in this subsection, and anticipate a

successful transition. Therefore, the project described in this Agreement is not one of the test project(s) described in the Local Agency Certification Program Agreement for the functional areas listed in this subsection.

- e. Agency has not had its Americans with Disabilities Act (ADA)-related exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.
3. The Pacific Highway (I-5) and the Clackamas Highway (OR 212/224) are a part of the State highway system under the jurisdiction and control of the Oregon Transportation Commission. The following identified transportation corridors, apart from the above identified OTC highways, are a part of the County road system under the jurisdiction and control of the County: a) The Milwaukie Expressway (OR 224) at Lake Road, Pheasant Court and Johnson Road intersections; b) OR Highways 212/224 between McKinley Street to Rock Creek Junction, Jennifer Street/Evelyn Street/102nd Drive; SE 82nd Drive signalized intersection between the Gladstone Interchange and OR 212/224; c) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road; 95th Avenue, Wilsonville Road; and d) Sunnybrook Road between 97th Avenue and 82nd Avenue.
4. Agency and State entered into Miscellaneous Contracts & Agreements No. 29996 wherein State hired a consultant to draft two reports necessary for this Project in order for Preliminary Engineering to begin. Agency shall deliver the remainder of the Project, including the design and construction, as a certified agency under this Agreement.
5. The Project was selected as a part of the Surface Transportation Program (STP) and may include a combination of federal and state funds.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree to Agency delivering the Clackamas County Regional Freight ITS project hereinafter referred to as "Project." Project includes a variety of Information Technology Systems (ITS) enhancements to improve the reliability of the regional freight system by reducing freight delays in known congested areas. ITS improvements may be deployed on some or all of the following freight corridors and employment areas: 1) Milwaukie Expressway (Highway 224) at Lake Road, Pheasant Court, and Johnson Road intersections; 2) OR Highway 212/OR Highway 224, between McKinley Street to Rock Creek Junction, Jennifer Street / Evelyn Street / 102nd Drive; 3) SE 82nd Drive signalized intersection between the Gladstone Interchange and OR Highway 212/OR Highway 224; 4) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Ave, Wilsonville Road; and 5) Sunnybrook between 97th Avenue and 82nd Avenue. Potential ITS treatments include signal system upgrades, traffic

surveillance cameras, fiber optic communication systems, enhanced traveler information website, freight way finding signs, over height vehicle active warning systems, enhancements at low vertical clearance underpasses, at-grade rail crossing surfacing improvements, weigh-in-motion sensors and radar video counters. Agency work includes all phases of the Project and all tasks required to complete those phases, with the exception of the tasks completed by the State under MC&A 29996. The location of the Project is shown on the sketch map attached hereto, marked "Exhibit A," and by this reference made a part hereof.

2. The total Project cost is estimated at \$2,055,388.05, which is subject to change. Federal funds for this Project shall be limited to \$1,844,299.70. Agency shall be responsible for all remaining costs, including any non-participating costs, all costs in excess of the federal or state funds, and the 10.27 percent match for all eligible costs. Any unused federal or state funds obligated to this Project will not be paid out by the State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Agency will report the final cost of each phase of the Project at the completion of each phase, as well as the Total Project Cost at the end of the Project, to the State's Regional Local Agency Liaison.
3. Federal funds under this Agreement are provided under Title 23, United States Code.
4. If State performs work on the Project, State will provide Agency with a preliminary estimate for the cost of State's work. Prior to the start of each Project phase, State will provide an updated estimate of State's costs from that phase to Agency. Such phases generally consist of Preliminary Engineering, Right of Way, Utility, and Construction. Agency understands that State's costs are estimates only and agrees to reimburse State for actual cost incurred per the Terms of this Agreement.
5. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 89.73 percent. All costs beyond the federal and state reimbursement and any non-participating costs will be the responsibility of the Agency, and will not be reimbursed by the State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.
6. Agency guarantees the availability of Agency funding in an amount required to fully fund Agency's share of the Project.

Agency/State
Agreement No. 33150

7. This Agreement is subject to the terms and provisions of the Local Agency Certification Program Agreement.
8. Information required by 2 CFR 200.331(a)(1) shall be contained in the USDOT FHWA Federal Aid Project Agreement for this Project, a copy of which shall be provided by State to Agency with the Notice to Proceed.
9. Indirect Cost Rate.
 - a. As required by 2 CFR 200.331(a)(4), the indirect cost rate(s) for this project at the time the agreement is written is 44.85% . This rate may change during the term of this Agreement upon notice to ODOT and ODOT's subsequent written approval.
 - b. If the approved rate(s) change(s) during the term of this Agreement, Agency shall invoice ODOT using the current indirect cost rate(s) for the project on file with ODOT at the time the work is performed. If Agency does not have approved indirect cost rate(s) on file with ODOT at the time the work is performed, Agency shall invoice ODOT using a zero percent (0%) rate.
10. Agency Work on this Project:
 - a. Agency shall perform the following functional areas in which Agency is fully certified and as authorized by the Local Agency Certification Program Agreement:
 - design (excluding bridge design)
 - "advertise, bid, and award" the construction contract
 - construction contract administration
 - b. While Agency is in the process of transitioning from conditional to full certification, by the terms of this Agreement and for only this Project, Agency is authorized and shall perform as if fully certified in the following functional areas:
 - consultant selection (direct appoint, formal and informal processes)

Agency understands that this Project is subject to the terms and conditions of the Local Agency Certification Program Agreement and may also be subject to the terms of a corrective action plan and increased monitoring if ODOT's evaluation of Agency's test project(s) or program documents identifies the need for corrective action.
11. RESERVED
12. State will submit the requests for federal funding to the FHWA. The federal funding for this Project is contingent upon approval of each funding request by FHWA. Any work performed outside the period of performance and scope of work approved by FHWA will be considered nonparticipating and paid for at Agency expense.

13. State's Regional Local Agency Liaison or designee will provide Agency with a written notice to proceed for each phase of the Project when FHWA approval has been secured and funds are available for expenditure on this Project.
14. State considers Agency a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number and title for this Project is 20.205, Highway Planning and Construction.
15. The term of this Agreement shall begin on the date all required signatures are obtained and shall terminate upon completion of the Project and final payment or ten (10) calendar years following the date all required signatures are obtained, whichever is sooner.
16. Reserved.
17. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
18. State may conduct periodic inspections during the useful life of the Project to verify that Project is being properly maintained and continues to serve the purpose for which federal funds were provided.
19. State and Agency Agree that the useful life of the Project is 20 years.
20. By signing this Agreement, Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
21. **Americans with Disabilities Act Compliance:**
 - a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the **General Provisions** section of Local Agency Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.

- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals, as applicable to the Project, on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
 - i. **ADA Inspection Forms:** Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
 - ii. **State inspection:** Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.
- d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
- e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,

- ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety, or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.
22. Agency shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States-flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. Agency shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.
23. Agency shall contact the State's District 2B Office prior to commencement of work to determine if any permits are needed to occupy State right-of-way. Agency agrees to comply with all provisions of any State-issued permits to "Occupy or Perform Operations Upon a State Highway" and to also obtain Highway Approach Permits from State's District 2B Office for all public roads and private properties adjacent to the highway, if they are needed, according to Oregon Administrative Rules (OAR) Chapter 734, Division 51. Agency agrees to comply with all provisions of required permits, and shall require its developers, contractors, subcontractors, or consultants performing such work to comply with such provisions.
24. State grants Agency or others designated by Agency and permitted by State District Permitting Office, permission to access State right of way for the purpose of maintaining Project-related landscaping and sidewalks. In lieu of State district permits, State hereby grants Agency or others designated by Agency the right to enter and occupy State right of way for the purpose of routine maintenance of all Project related landscaping and sidewalk improvements. Agency shall contact State's Regional Liaison to determine if a permit is required from State's District Office for all other activities beyond the listed routine maintenance prior to commencing activities.

25. Agency grants State or others designated by State the right to enter onto and occupy Agency right of way for the purpose of inspection, audit, maintenance and operation of State-owned and other designated facilities, and performance of any other State duty or obligations.
26. Pursuant to OAR 734-020-0430, Agency shall obtain the approval of the State Traffic Engineer prior to the design and construction of any traffic signal, traffic system modifications, or illumination to be installed on a State Highway.
27. Agency, or its contractor's, electrical inspectors shall possess a current State Certified Traffic Signal Inspector certificate, in order to inspect electrical installations on State highways. The State District Permitting Office shall verify compliance with this requirement prior to construction. The permit fee also covers the State electrician's supplemental inspection.
28. State's Region Electrical Crew shall, at Project expense, perform the signal equipment environmental testing. State Signal Technicians shall, at Project expense, perform the signal field testing and turn on. Traffic signal timing shall be the responsibility of State, unless there is an agreement that specifically allows Agency to perform that function. State retains the right to review the traffic signal timing for signals on state highways, or those which State maintains, and reserves the right to request adjustments when needed. In cases where the Agency modifies timing to add railroad or emergency vehicle preemption, bus priority, or other changes that affect vehicle or pedestrian clearances, or operation of the state highway, such modifications shall be reported to State's Region Traffic Engineer. State's Region Traffic Engineer will notify the local jurisdiction whenever timing changes that affect the operation of local street connections to the state highway are scheduled. All modifications shall follow guidelines set forth in the current *Manual on Uniform Traffic Control Devices*, and the current *ODOT State Traffic Signal Policy and Guidelines*.
29. Agency shall ensure that all Project work and maintenance activities involving pedestrian-activated signals comply with the ADA and Terms of Agreement Paragraph 21.
30. In addition to the third party beneficiary, indemnification, and insurance requirements included in the Local Agency Certification Program Agreement, Agency shall include the following stipulations in the Special Provisions of any contract for any project where Agency is contracting work on or along a state highway:
 - a. Contractor and Agency shall name State as a third party beneficiary of the resulting contract.
 - b. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Contractor shall indemnify, defend and hold harmless Agency, State and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any

nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, sub-contractors, or agents under the resulting contract.

- c. Commercial General Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to State. This insurance shall include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage shall be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence shall not be less than

\$1,000,000 \$2,000,000 \$5,000,000 for each job site or location. Each annual aggregate limit shall not be less than \$1,000,000 \$2,000,000 \$4,000,000 10,000,000.

- d. Automobile Liability. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence shall not be less than \$1,000,000.
- e. Additional Insured Endorsement. The liability insurance coverage, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the resulting contract will include State and its divisions, officers and employees as Additional Insured but only with respect to the Contractor's activities to be performed under the resulting contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- f. Notice of Cancellation or Change. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from the Contractor or its insurer(s) to State. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of the resulting contract and shall be grounds for immediate termination of the resulting contract and this Agreement.
- g. Agency shall require its contractor(s) and/or subcontractor(s) as appropriate to acquire construction and performance bonding covering State's interests where Project construction affects State Property. Agency will ensure that State is included as either a dual obligee or a named additional obligee under the performance and payment bonds. Proof of said bonding will be provided to State by the Agency. If Agency fails to meet the requirements of this paragraph or the underlying agreement conditions, including all incorporated State and federal

laws, rules and regulations and costs are incurred by State because of it, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for those costs.

31. Traffic signal, illumination poles and foundations installed on state highways shall conform to State's standards, pursuant to State's Traffic Structures Design Manual and Geotechnical Design Manual.
32. Agency shall be responsible for any maintenance of behind the curb improvements including areas located within highway right-of-way. Such improvements shall be maintained at the same level as are similar facilities owned by State. Agency may require the adjacent property owners to fund or perform maintenance of the behind the curb improvements. Agency shall remain responsible for compliance with the terms of this Agreement, and responsible for the performance of such work, even when maintenance is performed by Agency contractors or property owners, or if right of way behind the curb is partly or in whole State right of way.
33. Except as provided in Terms of Agreement Paragraph 21 above, State shall, at its own expense, maintain and operate the portions of the Project on State right of way.
34. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.
35. Any such indemnification shall also provide that neither Agency's contractor and subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

36. This Agreement may be terminated by mutual written consent of both Parties.
37. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
- a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment of its share of the cost of the Project.
 - d. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - e. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or if State is prohibited from paying for such work from the planned funding source.
38. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.
39. The rights and obligations set out in **Paragraphs 17-18, 21.e-f, 24-25, 28, 29-30, 32-37, and 39-40** shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.
40. Agency, as a recipient of federal funds, pursuant to this Agreement with State, shall assume sole liability for Agency's breach of any federal statutes, rules, program requirements and grant provisions applicable to the federal funds, and shall, upon Agency's breach of any such conditions that requires State to return funds to the FHWA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of Agency, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
41. State and Agency hereto agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and

enforced as if the Agreement did not contain the particular term or provision held to be invalid.

42. Agency grants State the right to enter onto Agency right of way for the performance of duties as set forth in this Agreement.
43. Agency certifies and represents that each individual signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
44. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
45. This Agreement, the Local Agency Certification Program (Certification Program) Agreement No. 30923, as amended and all attached exhibits, and Miscellaneous Contracts & Agreements No. 29996, as amended, constitutes the entire agreement between the Parties on the subject matter hereof. In the event of conflict, the body of this Agreement and the attached Exhibits will control over Project application and documents provided by Agency to State. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. Notwithstanding this provision, the Parties may enter into a Right Of Way Services Agreement in furtherance of the Project.
46. State's Regional Local Agency Liaison for this Agreement is Mahasti Hastings, 123 NW Flanders Street, Portland, OR 97209, 503-731-8595, Mahasti.v.hastings@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.
47. Agency's Project Liaison for this Agreement is Bikram Raghubansh, 150 Beaver Creek Road, Oregon City, OR 97045, 503-742-4706, bikramrag@co.clackamas.or.us, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 33150

This Project is in the 2018-2021 Statewide Transportation Improvement Program (STIP), (Key #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

Agency/State
Agreement No. 33150

CLACKAMAS COUNTY, acting by and
through its elected officials

By _____

Title _____

Date _____

**LEGAL REVIEW APPROVAL (If required
in Agency's process)**

By _____
Agency Legal Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

State's Regional Local Agency Liaison:

Mahasti Hastings
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, acting by and
through its Department of Transportation

By _____

Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager

Date _____

By _____
Region 1 Manager

Date _____

By _____
State Traffic Engineer

Date _____

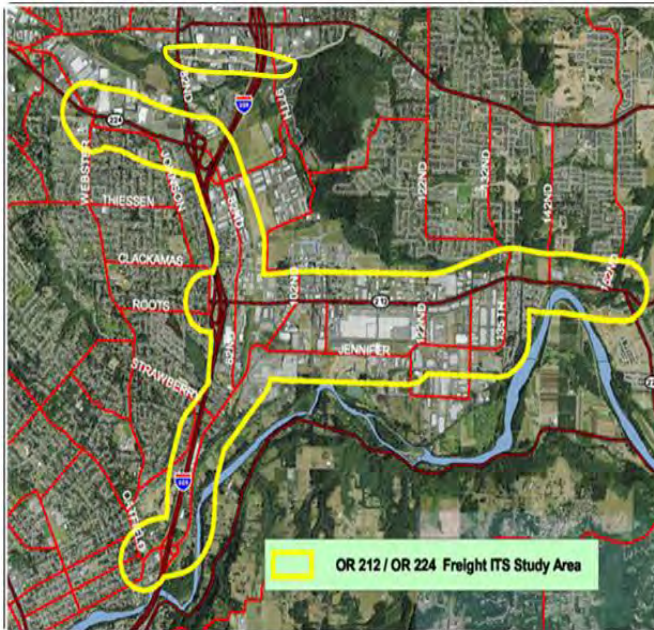
**APPROVED AS TO LEGAL
SUFFICIENCY**

By Jennifer O'Brien
Assistant Attorney General

Date via email dated February 14, 2019

Exhibit A – Project Location Map

Clackamas County Regional Freight ITS Project



OR 212/224 Study Area -
Potential Deployment Area



Wilsonville Study Area -
Potential Deployment Area

Vicinity Map

Agency/State
Agreement No. 33150

EXHIBIT B
Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name: _____

Data Universal Number System (DUNS) number: _____

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

- a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)
 Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.
- b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
 Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioner
Clackamas County

Approval of Amendment No. 2 to the Local Agency Agreement No. 29996 with Oregon Department of Transportation (ODOT) for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project

Purpose/Outcomes	Amendment No. 2 to Local Agency Agreement with ODOT for the Clackamas County Regional Freight Intelligent Transportation System (ITS) Project.
Dollar Amount and Fiscal Impact	Total Project Cost Estimate: \$2,251,198 Federal-Aid STP funds: \$2,020,000 Road Fund Match (10.27%): \$231,198
Funding Source	Federal-Aid Surface Transportation Program (STP) County Road Funds
Duration	Completion of the Project or ten (10) years following the date of final execution, whichever is sooner.
Previous Board Action	5/5/2016 – BCC approval of Amendment No. 1 10/02/2014 – BCC Approval of Local Agency Agreement No. 29996
Strategic Plan Alignment	<ul style="list-style-type: none">• Grow a vibrant economy• Ensure safe, healthy and secure communities
Contact Person	Bikram Raghubansh, Project Manager 503-742-4706

This is amendment No. 2 to the Intergovernmental Agreement between Clackamas County and Oregon Department of Transportation (ODOT) to the Clackamas Regional Freight ITS Project. Original project agreement identified ODOT to deliver all phases of federal-aid highway project through ODOT's project delivery process. The project consists of a two part process, which includes creation of Freight ITS Plan in Phase 1 and project design and construction/ implementation of that plan in Phase 2. Using ODOT procurement process, Phase 1 (planning phase) of this project was completed in late summer of 2018 with creation of Freight ITS Plan. Since Clackamas County is now conditionally/fully certified to deliver Phase 2 of the project, this amendment will transfer the remaining project delivery process from ODOT to Clackamas County certification process. Completion of Phase 1 of this project was estimated at \$195,809.95. The remaining balance of \$2,055,388.05 project funds will be deleted from this agreement and applied to Local Agency Certification Program Supplemental Project Agreement No. 33150. This agreement has been reviewed and approved by County Counsel.

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the original Local Agency Agreement for the Clackamas County Regional Freight ITS Project.

Respectfully submitted,

Bikram Raghubansh
Project Manager

**AMENDMENT NUMBER 02
LOCAL AGENCY AGREEMENT
Clackamas County Regional Freight ITS Project
Clackamas County**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on October 15, 2014 and Amendment Number 1 on October 5, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to limit the scope of the Project completed by the State and modify funding accordingly.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment to Agreement.**

ATTACHMENT NO. 1 to Agreement No. 29,996, SPECIAL PROVISIONS shall be deleted in its entirety and replaced with the attached Revised ATTACHMENT No. 1 to Agreement No. 29,996. All references to "ATTACHMENT No. 1" shall hereinafter be referred to as "Revised ATTACHMENT No. 1."

Attached Revised ATTACHMENT No. 2 to Agreement No. 29,996 shall be added as Revised ATTACHMENT No. 2. For services provided on and after the effective date of this amendment, new Revised ATTACHMENT No. 2 applies.

TERMS OF AGREEMENT, Paragraphs 1-2, Page 1-2 which read:

1. Under such authority, State and Agency agree to Agency improving The Clackamas County Regional Freight Intelligent Transportation System (ITS) Project. To improve reliability and safety of the Freight System, this project will deploy several priority ITS improvements on various routes within Clackamas County. ITS improvements may be deployed on some or all of the following freight corridors and employment areas: 1) Milwaukie Expressway (Highway 224) at Lake Road, Pheasant Court, and Johnson Road intersections; 2) OR Highway 212/OR Highway 224, between McKinley Street to Rock Creek Junction, Jennifer Street / Evelyn Street / 102nd Drive; 3) SE 82nd Drive signalized intersection between the Gladstone Interchange and OR Highway 212/OR Highway 224; 4) Wilsonville North/South I-5 connection at Day Road/Elligsen Road/Boones Ferry Road/95th Ave, Wilsonville Road; and 5) Sunnybrook between 97th Avenue and 82nd Avenue. Potential ITS treatments include signal system upgrades, traffic surveillance cameras, fiber optic communication systems, enhanced traveler information website, freight way finding signs, over height vehicle active warning systems, enhancements at low vertical clearance underpasses, at-grade rail crossing surfacing improvements,

weight in motion sensors and radar video counters. The location of the Project is approximately as shown on the detailed map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.

2. The Project will be conducted as a part of the Federal-Aid Surface Transportation Program (STP) under Title 23, United States Code. The total Project cost is estimated at \$2,251,198, which is subject to change. STP urban funds for this Project will be limited to \$2,020,000. The Project will be financed with STP funds at the maximum allowable federal participating amount, with Agency providing the match and any non-participating costs, including all costs in excess of the available federal funds. **Agency shall be responsible for all remaining costs of the work it incurs, including the 10.27% match for all eligible costs, any nonparticipating costs, and all costs in excess of the available federal funds.**

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, Agency and State agree to State delivering a portion of the Clackamas County Regional Freight ITS Project on behalf of Agency, hereinafter referred to as "Project." Project includes hiring a consultant to draft two reports necessary before Preliminary Engineering can begin: Systems Engineering report and a Concepts of Operation report. The location of the Project is approximately as shown on the map attached hereto, marked "Revised Exhibit A," and by this reference made a part hereof.
2. The total Project cost is estimated at \$195,809.95, which is subject to change. Federal funds for this Project shall be limited to \$175,699.77. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal funds. Any unused federal funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

TERMS OF AGREEMENT, Paragraphs 6-7 which read:

6. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omission of Agency's contractor or any of its officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that State shall, in all instances, except for

Claims rising solely from the negligent or willful acts or omissions of State, be indemnified by the contractor and subcontractor from and against any and all Claims.

7. Any such indemnification shall also provide that neither Agency's contractor an subcontractor nor any attorney engaged by Agency's contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election assume its own defense and settlement in the event that it determines that Agency's contractor is prohibited from defending the State of Oregon, or that Agency's contractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor if the State of Oregon elects to assume its own defense.

Shall be deleted in their entirety and replaced with the following:

6. State and Agency agree that State will serve as the lead contracting agency and contract administrator for the consultant contract related to the work under this Agreement.
7. Federal funds under this Agreement are provided under Title 23, United States Code.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key #18001) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

CLACKAMAS COUNTY, by and through its elected officials

By _____

Date _____

By _____
Recording Secretary

Date _____

LEGAL REVIEW APPROVAL (If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:

Bikram Raghubansh
Senior Traffic Engineer
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4706
bikramrag@co.clackamas.or.us

State Contact:

Mahasti Hastings
Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

STATE OF OREGON, by and through its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
Technical Services Manager/Chief Engineer

Date _____

By _____
State Roadway Engineer

Date _____

By _____
Region 1 Manager

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Jennifer O'Brien
Assistant Attorney General

Date: via email dated February 26, 2019

**REVISED ATTACHMENT NO. 1 to Agreement 29,996
SPECIAL PROVISIONS**

1. State or its consultant shall conduct all work components necessary to complete the Project, except for those responsibilities specifically assigned to Agency in this Agreement. State or its consultant shall complete a System Engineering and a Concepts of Operation report.
2. State and Agency agree that the useful life of this Project is defined as 20 years.
3. If Agency fails to meet the requirements of this Agreement or the underlying federal regulations, State may withhold the Agency's proportional share of Highway Fund distribution necessary to reimburse State for costs incurred by such Agency breach.
4. By signing this Federal-Aid Agreement Agency agrees to comply with the provisions of the Federal Funding Accountability and Transparency Act (FFATA) and is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and
<http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>. If, in the preceding fiscal year, Agency received more than 80% of its gross revenues from the federal government, those federal funds exceed \$25,000,000 annually, and the public does not have access to information about the compensation of executives through reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986, Agency shall report the total compensation and names of its top five executives to State. Agency shall report said information to State within 14 calendar days of execution of this Agreement and annually thereafter, utilizing the FFATA form attached hereto as Exhibit "B".
5. State shall ensure compliance with the Cargo Preference Act and implementing regulations (46 CFR Part 381) for use of United States flag ocean vessels transporting materials or equipment acquired specifically for the Project. Strict compliance is required, including but not limited to the clauses in 46 CFR 381.7(a) and (b) which are incorporated by reference. State shall also include this requirement in all contracts and ensure that contractors include the requirement in their subcontracts.

Exhibit B

**Federal Funding Accountability and Transparency Act (FFATA)
Subaward Reporting**

(For purposes of this Exhibit, references to “your organization” shall mean “Agency” and references to “ODOT” shall mean “State.”)

The Oregon Department of Transportation (ODOT) is required to fulfill a federal requirement for contracting under the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS). FFATA reporting is a requirement for subawards (also known as subrecipients) of federal awards in excess of \$25,000,000. Your organization will enter into an agreement with ODOT where the funding source is a federal grant with a subrecipient relationship. Your organization is required to submit the information below to the Oregon Department of Transportation within fourteen calendar days of execution of the Agreement and annually thereafter, if applicable. (See the following page for further details.)

Legal entity name:

Data Universal Number System (DUNS) number:

Executive compensation

Executive compensation information is also required to determine whether or not the following information must be reported in FSRS:

a. In your organization’s previous fiscal year, did your organization receive 80% or more of its annual gross revenue and \$25,000,000 or more in federal procurement contracts, subcontracts, loans, grants, subgrants, cooperative agreements and federal financial assistance awards subject to the Transparency Act? (Include parent organization, all branches, and all affiliates worldwide.)

Yes No If “yes,” proceed to b. If “no,” no further action is required and submittal of this form is not required.

b. Does the public have access to information about the compensation of the senior executives in your organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No If “yes,” provide a link to the SEC: <http://www.sec.gov> where this information is located and return form to the ODOT contact shown at the bottom of this form.
Provide link here:

If “no,” provide compensation information below.

Names and annual compensation amounts of the five most highly compensated executives:

1.	\$
2.	\$
3.	\$
4.	\$
5.	\$

Business entity contact information (person completing form):

Type name	Title	Date
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Return completed form to: Jeff Flowers, Program and Funding Services Manager; Oregon Department of Transportation; 555 13th Street NE; Salem, OR 97301; Jeffrey.A.FLOWERS@odot.state.or.us

Background on FFATA requirements

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of the Act is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

Definition of compensation

Your organization is considered a subrecipient of federal funds. Unless your organization is exempt, FFATA requires you to report total compensation for each of your five most highly compensated executives for the preceding completed year. Total compensation means the cash and non-cash dollar value earned by the executive during the subrecipient's preceding fiscal year and includes the following: salary and bonus; awards of stock, stock options, and stock appropriation rights; earnings for services under non-equity incentive plans; change in pension value; above-market earnings on deferred compensation which is not tax-qualified; and other compensation as defined in 2 CFR Part 170, Section 170.330(b)(5)(vi).

More detailed information about the FFATA can be found at:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>

If you have any questions, contact:

Jeff Flowers
Program and Funding Services Manager
Oregon Department of Transportation
555 13th Street NE
Salem, OR 97301
Jeffrey.A.FLOWERS@odot.state.or.us
Telephone: 503-986-4453

REVISED ATTACHMENT NO. 2 FEDERAL STANDARD PROVISIONS

PROJECT ADMINISTRATION

1. State (ODOT) is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this Project, and Agency (i.e. county, city, unit of local government, or other state agency) hereby agrees that State shall have full authority to carry out this administration. If requested by Agency or if deemed necessary by State in order to meet its obligations to FHWA, State will act for Agency in other matters pertaining to the Project. Prior to taking such action, State will confer with Agency concerning actions necessary to meet federal obligations. State and Agency shall each assign a person in responsible charge "liaison" to coordinate activities and assure that the interests of both Parties are considered during all phases of the Project.
2. Any project that uses federal funds in project development is subject to plans, specifications and estimates (PS&E) review and approval by FHWA or State acting on behalf of FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.
3. State will provide or secure services to perform plans, specifications and estimates (PS&E), construction contract advertisement, bid, award, contractor payments and contract administration. A State-approved consultant may be used to perform preliminary engineering, right of way and construction engineering services.
4. Agency may perform only those elements of the Project identified in the special provisions.

PROJECT FUNDING REQUEST

5. State shall submit a separate written Project funding request to FHWA requesting approval of federal-aid participation for each project phase including a) Program Development (Planning), b) Preliminary Engineering (National Environmental Policy Act - NEPA, Permitting and Project Design), c) Right of Way Acquisition, d) Utilities, and e) Construction (Construction Advertising, Bid and Award). Any work performed prior to FHWA's approval of each funding request will be considered nonparticipating and paid for at Agency expense. State, its consultant or Agency shall not proceed on any activity in which federal-aid participation is desired until such written approval for each corresponding phase is obtained by State. State shall notify Agency in writing when authorization to proceed has been received from FHWA. All work and records of such work shall be in conformance with FHWA rules and regulations.

FINANCE

6. Federal funds shall be applied toward Project costs at the current federal-aid matching ratio, unless otherwise agreed and allowable by law. Agency shall be responsible for the entire match amount for the federal funds and any portion of the Project, which is not covered by federal funding, unless otherwise agreed to and specified in the intergovernmental Agreement (Project Agreement). Agency must obtain written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement. If federal funds are used, State will specify the Catalog of Federal Domestic Assistance (CFDA) number in the Project Agreement. State will also determine and clearly state in the Project Agreement if recipient is a subrecipient or vendor, using the criteria in 2 CFR 200.330.
7. If the estimated cost exceeds the total matched federal funds available, Agency shall deposit its share of the required matching funds, plus 100 percent of all costs in excess of the total matched federal funds. Agency shall pay one hundred (100) percent of the cost of any item in which FHWA will not participate. If Agency has not repaid any non-participating cost, future allocations of federal funds or allocations of State Highway Trust Funds to Agency may be withheld to pay the non-participating costs. If State approves processes, procedures, or contract administration outside the Local Agency Guidelines Manual that result in items being declared non-participating by FHWA, such items deemed non-participating will be negotiated between Agency and State. Agency agrees that costs incurred by State and Agency for services performed in connection with any phase of the Project shall be charged to the Project, unless otherwise mutually agreed upon by the Parties.
8. Agency's estimated share and advance deposit.
 - a) Agency shall, prior to commencement of the preliminary engineering and/or right of way acquisition phases, deposit with State its estimated share of each phase. Exception may be made in the case of projects where Agency has written approval from State to use in-kind contributions rather than cash to satisfy all or part of the matching funds requirement.
 - b) Agency's construction phase deposit shall be one hundred ten (110) percent of Agency's share of the engineer's estimate and shall be received prior to award of the construction contract. Any additional balance of the deposit, based on the actual bid, must be received within forty-five (45) days of receipt of written notification by State of the final amount due, unless the contract is cancelled. Any balance of a cash deposit in excess of amount needed, based on the actual bid, will be refunded within forty-five (45) days of receipt by State of the Project sponsor's written request.

- c) Pursuant to Oregon Revised Statutes (ORS) 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option where a deposit is made in the Local Government Investment Pool), and an Irrevocable Limited Power of Attorney is sent to State's Active Transportation Section, Funding and Program Services Unit, or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State, or 3) cash.
9. If Agency makes a written request for the cancellation of a federal-aid project; Agency shall bear one hundred (100) percent of all costs incurred as of the date of cancellation. If State was the sole cause of the cancellation, State shall bear one hundred (100) percent of all costs incurred. If it is determined that the cancellation was caused by third parties or circumstances beyond the control of State or Agency, Agency shall bear all costs, whether incurred by State or Agency, either directly or through contract services, and State shall bear any State administrative costs incurred. After settlement of payments, State shall deliver surveys, maps, field notes, and all other data to Agency.
10. Agency shall follow the requirements stated in the Single Audit Act. Agencies expending \$500,000 or more in Federal funds (from all sources) in its fiscal year beginning prior to December 26, 2014, shall have a single organization-wide audit conducted in accordance with the Single Audit Act of 1984, PL 98-502 as amended by PL 104-156 and subject to the requirements of 49 CFR Parts 18 and 19. Agencies expending \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014 shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Agencies expending less than \$500,000 in Federal funds in a fiscal year beginning prior to December 26, 2014, or less than \$750,000 in a fiscal year beginning on or after that date, are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials based on the records retention period identified in the Project Agreement. The cost of this audit can be partially prorated to the federal program.
11. Agency shall make additional deposits, as needed, upon request from State. Requests for additional deposits shall be accompanied by an itemized statement of expenditures and an estimated cost to complete the Project.
12. Agency shall present invoices for one hundred (100) percent of actual costs incurred by Agency on behalf of the Project directly to State's Liaison for review, approval and reimbursement to Agency. Costs will be reimbursed consistent with federal funding provisions and the Project Agreement. Such invoices shall identify the Project by the name of the Project Agreement, reference the Project Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Invoices shall be presented for periods of not less than one-month duration, based on actual expenses to date. All invoices received from Agency must be approved by State's Liaison prior to payment. Agency's actual costs eligible for federal-aid or State participation shall be those allowable under the provisions of the

Federal-Aid Policy Guide (FAPG), Title 23 CFR parts 1.11, 140 and 710. Final invoices shall be submitted to State for processing within forty-five (45) days from the end of each funding phase as follows: a) preliminary engineering, which ends at the award date of construction b) last payment for right of way acquisition and c) contract completion for construction. Partial billing (progress payment) shall be submitted to State within forty-five (45) days from date that costs are incurred. Invoices submitted after 45 days may not be eligible for reimbursement by FHWA. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the Project Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period ending on the later of six (6) years following the date of final voucher to FHWA or after resolution of any disputes under the Project Agreement. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (2 CFR 200.333(c)).

13. Agency shall, upon State's written request for reimbursement in accordance with Title 23, CFR part 630.112(c) 1 and 2, as directed by FHWA, reimburse State for federal-aid funds distributed to Agency if any of the following events occur:
 - a) Right of way acquisition is not undertaken or actual construction is not started by the close of the twentieth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized for right of way acquisition. Agency may submit a written request to State's Liaison for a time extension beyond the twenty (20) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
 - b) Right of way acquisition or actual construction of the facility for which preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the federal fiscal year in which the federal-aid funds were authorized. Agency may submit a written request to State's Liaison for a time extension beyond the ten (10) year limit with no repayment of federal funds and State will forward the request to FHWA. FHWA may approve this request if it is considered reasonable.
14. State shall, on behalf of Agency, maintain all Project documentation in keeping with State and FHWA standards and specifications. This shall include, but is not limited to, daily work records, quantity documentation, material invoices and quality documentation, certificates of origin, process control records, test results, and inspection records to ensure that the Project is completed in conformance with approved plans and specifications.

15. State shall submit all claims for federal-aid participation to FHWA in the normal manner and compile accurate cost accounting records. State shall pay all reimbursable costs of the Project. Agency may request a statement of costs-to-date at any time by submitting a written request. When the final total cost of the Project has been computed, State shall furnish Agency with an itemized statement.. Agency shall pay an amount which, when added to said advance deposit and federal reimbursement payment, will equal one hundred (100) percent of the final total cost of the Project. Any portion of deposits made in excess of the final total cost of the Project, minus federal reimbursement, shall be released to Agency. The actual cost of services provided by State will be charged to the Project expenditure account(s) and will be included in the final total cost of the Project.

DESIGN STANDARDS

16. Agency and State agree that minimum design standards on all local agency jurisdictional roadway or street projects on the National Highway System (NHS) and projects on the non-NHS shall be the American Association of State Highway and Transportation Officials (AASHTO) standards and be in accordance with State's Oregon Bicycle & Pedestrian Design Guide (current version). State or its consultant shall use either AASHTO's A Policy on Geometric Design of Highways and Streets (current version) or State's Resurfacing, Restoration and Rehabilitation (3R) design standards for 3R projects. State or its consultant may use AASHTO for vertical clearance requirements on Agency's jurisdictional roadways or streets.
17. Agency agrees that if the Project is on the Oregon State Highway System or a State-owned facility, that design standards shall be in compliance with standards specified in the current ODOT Highway Design Manual and related references. Construction plans for such projects shall be in conformance with standard practices of State and all specifications shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction and current Contract Plans Development Guide.
18. State and Agency agree that for all projects on the Oregon State Highway System or a State-owned facility, any design element that does not meet ODOT Highway Design Manual design standards must be justified and documented by means of a design exception. State and Agency further agrees that for all projects on the NHS, regardless of funding source; any design element that does not meet AASHTO standards must be justified and documented by means of a design exception. State shall review any design exceptions on the Oregon State Highway System and retains authority for their approval. FHWA shall review any design exceptions for projects subject to Focused Federal Oversight and retains authority for their approval.
19. Agency agrees all traffic control devices and traffic management plans shall meet the requirements of the current edition of the Manual on Uniform Traffic Control Devices and Oregon Supplement as adopted in Oregon Administrative Rule (OAR) 734-020-0005. State or its consultant shall, on behalf of Agency, obtain the approval

of the State Traffic Engineer prior to the design and construction of any traffic signal, or illumination to be installed on a state highway pursuant to OAR 734-020-0430.

20. The standard unit of measurement for all aspects of the Project shall be English Units. All Project documents and products shall be in English. This includes, but is not limited to, right of way, environmental documents, plans and specifications, and utilities.

PRELIMINARY & CONSTRUCTION ENGINEERING

21. Preliminary engineering and construction engineering may be performed by either a) State, or b) a State-approved consultant. Engineering work will be monitored by State to ensure conformance with FHWA rules and regulations. Project plans, specifications and cost estimates shall be performed by either a) State, or b) a State-approved consultant. State shall review and approve Project plans, specifications and cost estimates. State shall, at project expense, review, process and approve, or submit for approval to the federal regulators, all environmental statements. State shall offer Agency the opportunity to review the documents prior to advertising for bids.
22. Architectural, engineering, photogrammetry, transportation planning, land surveying and related services (A&E Services) as needed for federal-aid transportation projects must follow the State's processes to ensure federal reimbursement. State will award and execute the contracts. State's personal services contracting process and resulting contract document will follow Title 23 CFR part 172, 2 CFR part 1201, ORS 279A.055, 279C.110, 279C.125, OAR 137-048-0130, OAR 137-048-0220(4), OAR 137-048-0260 and State Personal Services Contracting Procedures, as applicable and as approved by the FHWA. Such personal services contract(s) shall contain a description of the work to be performed, a project schedule, and the method of payment. No reimbursement shall be made using federal-aid funds for any costs incurred by Agency or the state approved consultant prior to receiving authorization from State to proceed.
23. The State or its consultant responsible for performing preliminary engineering for the Project shall, as part of its preliminary engineering costs, obtain all Project related permits necessary for the construction of said Project. Said permits shall include, but are not limited to, access, utility, environmental, construction, and approach permits. All pre-construction permits will be obtained prior to advertisement for construction.
24. State shall prepare construction contract and bidding documents, advertise for bid proposals, and award all construction contracts.
25. Upon State's award of a construction contract, State shall perform quality assurance and independent assurance testing in accordance with the FHWA-approved Quality Assurance Program found in State's Manual of Field Test Procedures, process and pay all contractor progress estimates, check final quantities and costs, and oversee

and provide intermittent inspection services during the construction phase of the Project.

26. State shall, as a Project expense, assign a liaison to provide Project monitoring as needed throughout all phases of Project activities (preliminary engineering, right-of-way acquisition, and construction). State's liaison shall process reimbursement for federal participation costs.

**REQUIRED STATEMENT FOR United States Department of Transportation (USDOT)
FINANCIAL ASSISTANCE AGREEMENT**

27. By signing the Federal-Aid Agreement to which these Federal Standard Provisions are attached, Agency agrees to adopt State's DBE Program Plan, available at https://www.oregon.gov/ODOT/CS/CIVILRIGHTS/Pages/dbe_prog_plan.aspx. Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. Agency agrees to take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. State's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Project Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Project Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 United States Code (USC) 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

Disadvantaged Business Enterprises (DBE) Obligations

28. State and Agency agree to incorporate by reference the requirements of 49 CFR part 26 and State's DBE Program Plan, as required by 49 CFR part 26 and as approved by USDOT, into all contracts entered into under this Project Agreement. The following required DBE assurance shall be included in all contracts:

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR part 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Agency deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b))."

29. State and Agency agree to comply with all applicable civil rights laws, rules and regulations, including Title V and Section 504 of the Rehabilitation Act of 1973, the

Americans with Disabilities Act of 1990 (ADA), and Titles VI and VII of the Civil Rights Act of 1964.

30. The Parties hereto agree and understand that they will comply with all applicable federal, state, and local laws, regulations, executive orders and ordinances applicable to the work including, but not limited to, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530 and 279B.270, incorporated herein by reference and made a part hereof; Title 23 CFR parts 1.11, 140, 635, 710, and 771; Title 49 CFR parts 24 and 26; , 2 CFR 1201; Title 23, USC, Federal-Aid Highway Act; Title 41, Chapter 1, USC 51-58, Anti-Kickback Act; Title 42 USC; Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, the provisions of the FAPG and *FHWA Contract Administration Core Curriculum Participants Manual & Reference Guide*. State and Agency agree that FHWA-1273 Required Contract Provisions shall be included in all contracts and subcontracts verbatim and not by reference.

RIGHT OF WAY

31. Right of Way activities shall be conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, ORS Chapter 35, FAPG, CFR, and the *ODOT Right of Way Manual*, Title 23 CFR part 710 and Title 49 CFR part 24. State, at Project expense, shall review all right of way activities engaged in by Agency to ensure compliance with all laws and regulations.
32. State is responsible for proper acquisition of the necessary right of way and easements for construction and maintenance of projects. State or its consultant may perform acquisition of the necessary right of way and easements for construction and maintenance of the Project in accordance with the *ODOT Right of Way Manual*, and with the prior approval from State's Region Right of Way office.
33. Regardless of who acquires or performs any of the right of way activities, a right of way services agreement shall be initiated by State's Region Right of Way office setting forth the responsibilities and activities to be accomplished by each Party. If the Project has the potential of needing right of way, to ensure compliance in the event that right of way is unexpectedly needed, a right of way services agreement will be required. State, at Project expense, shall be responsible for requesting the obligation of project funding from FHWA. State, at Project expense, shall be responsible for coordinating certification of the right of way, and providing oversight and monitoring. Funding authorization requests for federal right of way funds must be sent through State's Liaison, who will forward the request to State's Region Right of Way office on all projects. All projects must have right of way certification coordinated through State's Region Right of Way office to declare compliance and project readiness for construction (even for projects where no federal funds were used for right of way, but federal funds were used elsewhere on a project). Agency agrees that if any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations, which are in effect at the time of

disposition. Reimbursement to State and FHWA of the required proportionate shares of the fair market value may be required.

34. State or its consultant shall ensure that all project right of way monumentation will be conducted in conformance with ORS 209.155.
35. State and Agency grant each other authority to enter onto the other's right of way for the performance of non-construction activities such as surveying and inspection of the Project.

RAILROADS

36. State shall follow State established policy and procedures when impacts occur on railroad property. The policy and procedures are available through the State's Liaison, who will contact State's Railroad Liaison on behalf of Agency. Only those costs allowable under Title 23 CFR part 140 subpart I, and Title 23 part 646 subpart B shall be included in the total Project costs; all other costs associated with railroad work will be at the sole expense of Agency, or others.

UTILITIES

37. State, its consultant, and Agency shall follow State established statutes, policies and procedures when impacts occur to privately or publicly-owned utilities. Policy, procedures and forms are available through the State Utility Liaison or State's Liaison. State, the consultant or Agency shall provide copies of all signed utility notifications, agreements and Utility Certification to the State Utility & Railroad Liaison. Only those utility relocations, which are eligible for reimbursement under the FAPG, Title 23 CFR part 645 subparts A and B, shall be included in the total Project costs; all other utility relocations shall be at the sole expense of Agency, or others. Agency may send a written request to State, at Project expense, to arrange for utility relocations/adjustments lying within Agency jurisdiction. This request must be submitted no later than twenty-one (21) weeks prior to bid let date. Agency shall not perform any utility work on state highway right of way without first receiving written authorization from State.

GRADE CHANGE LIABILITY

38. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the Project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.
39. Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

40. Agency, if a City, by execution of the Project Agreement, gives its consent as required by ORS 373.030(2) to any and all changes of grade within the City limits, and gives its consent as required by ORS 373.050(1) to any and all closure of streets intersecting the highway, if any there be in connection with or arising out of the Project covered by the Project Agreement.

MAINTENANCE RESPONSIBILITIES

41. Agency shall, at its own expense, maintain operate, and provide power as needed upon Project completion at a minimum level that is consistent with normal depreciation and/or service demand and throughout the useful life of the Project. The useful life of the Project is defined in the Special Provisions. State may conduct periodic inspections during the life of the Project to verify that the Project is properly maintained and continues to serve the purpose for which federal funds were provided. Maintenance and power responsibilities shall survive any termination of the Project Agreement. In the event the Project will include or affect a state highway, this provision does not address maintenance of that state highway.

CONTRIBUTION

42. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
43. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

44. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

ALTERNATIVE DISPUTE RESOLUTION

45. The Parties shall attempt in good faith to resolve any dispute arising out of this Project Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

WORKERS' COMPENSATION COVERAGE

46. All employers, including Agency, that employ subject workers who work under this Project Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability Insurance with coverage limits of not less than five hundred thousand (\$500,000) must be included. State and Agency shall ensure that each of its contractors complies with these requirements.

LOBBYING RESTRICTIONS – pursuant to Form FHWA-1273, Required Contract Provisions

47. Agency certifies by signing the Project Agreement that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.
- d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, USC Section 1352.
- e) Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of Commissioners
Clackamas County

Members of the Board:

**Resolution to Sell Property Located at 902 Abernethy Road
in the Manner Provided in ORS 271**

Purpose/Outcomes	To adopt a resolution declaring certain property is not needed for County purposes, that it is in the best interest of the County to sell and convey the property in the manner provided in ORS 271, and that the public interest will be furthered by a sale of the County's interest in the property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC.
Dollar Amount and Fiscal Impact	\$3,344,251
Funding Source	N/A
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Contact	Executive Session.
Strategic Plan Alignment	Build public trust through good government. Building a strong infrastructure. Ensure safe, healthy and secure communities.
Contact Person	Dan Johnson, DTD Director, 503-742-4272

BACKGROUND

The Transportation Maintenance Division of the Clackamas County Department of Transportation and Development is currently located at 902 Abernethy Road, Oregon City, OR (the "Subject Property"). The Subject Property is more specifically identified as Tax Parcel numbers 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700.

Clackamas County finds that the Subject Property is inadequate to provide the services expected of the Transportation Maintenance Division, and proposes to relocate the facility for the following reasons:

- Existing facilities on the Subject Property are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the Subject Property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County's Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited usable area of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The Subject Property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

The Department of Transportation and Development has identified a 11.76-acre site at 19314 S. Beaver Creek Road, Oregon City, that could accommodate a new facility for the Transportation Maintenance Division. The site has a Tax Parcel number of 00868975 and is identified as Tax Lot 32E09A 00800 (the Beaver Creek Road Site).

The Beaver Creek Road Site meets or exceeds all requirements identified by the County as needed for operations of the Transportation Maintenance Division. The County criteria for a new site includes but is not limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus in Oregon City
- b. Signalized access onto a major roadway – in this case, Beaver Creek Road
- c. Central location within the Transportation Maintenance Division's service area
- d. Proper zoning for desired use.

The owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Subject Property – the current site of the Transportation Maintenance Division -- for redevelopment, subject to the Transportation Maintenance Division's successful acquisition and occupancy of the Beaver Creek Road Site.

ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS Chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260.

ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation, and that the consideration for the transfer or lease may be cash or real property, or both.

County Counsel has reviewed and approved this resolution.

RECOMMENDATION

Staff respectfully recommends that the Board adopt the resolution declaring that the Subject Property is not needed for County purposes, that it is in the best interest of the County to sell and convey the Subject Property in the manner provided in ORS 271, and that the public interest will be furthered by a sale of the County's interest in the Subject Property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC.

Sincerely,

Dan Johnson - Director,
Transportation and Development

Attachment: Resolution

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution to Sell
Property located at 902 Abernethy
Road in the Manner Provided in
ORS 271



Resolution No. _____

Page 1 of 3

WHEREAS, the Transportation Maintenance Division of the Clackamas County Department of Transportation and Development is currently located at 902 Abernethy Road, Oregon City, OR (the “Subject Property”); and

WHEREAS, the Department of Transportation and Development finds that the Subject Property is inadequate to provide the services expected of the Transportation Maintenance Division, and proposes to relocate the facility for the following reasons:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size that fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County; and

WHEREAS, the Department of Transportation and Development has identified a site, generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “Beaver Creek Road Site”), that

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution to
Sell Property located at 902
Abernethy Road in the Manner
Provided in ORS 271



Resolution No. _____
Page 2 of 3

could accommodate a new facility for the Transportation Maintenance Division; and

WHEREAS, the Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division's service area.
- d. Proper zoning for County's desired use; and

WHEREAS, the owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Subject Property for redevelopment purposes, subject to the successful acquisition of the Beaver Creek Road Site, and occupancy of the Beaver Creek Road Site by the Transportation Maintenance Division; and

WHEREAS, ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260; and

WHEREAS, ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation and that the

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF CLACKAMAS COUNTY, STATE OF OREGON**

In the Matter of a Resolution to
Sell Property located at 902
Abernethy Road in the Manner
Provided in ORS 271



Resolution No. _____

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consideration for the transfer or lease may be cash or real property, or both.

NOW, THEREFORE, the Clackamas County Board of Commissioners do hereby resolve:

1. That the Subject Property, generally located at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, 00561369, and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700, will not be needed for County purposes in the event the County is able to successfully acquire and occupy the Beaver creek Road Site; and
2. That it is in the best interest of the County to sell and convey the Subject Property, in the manner provided in ORS 271, as opposed to the manner provided in ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260,
3. For the reasons described above, that the public interest will be furthered by a sale of the County's interest in the Subject Property, for fair market value as determined by appraisal, to The Blue at Abernethy Creek, LLC, specifically subject to the subject to the County's successful acquisition and occupancy of the Beaver creek Road Site.

Dated this _____ day of March, 2019.

CLACKAMAS COUNTY BOARD OF COMMISSIONERS

Chair

Recording Secretary



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Disposition Agreement Between Clackamas County and The Blue at Abernethy Creek, LLC Pertaining to Property Located at 902 Abernethy Road

Purpose/Outcome	Agreement authorizing disposition of the Abernethy Transportation Maintenance facility.
Dollar Amount and Fiscal Impact	\$3,344,251 – Appraised Land Value
Funding Source	Not applicable
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Action/Review	Executive Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Transportation and Development – Director 503-742-4325

Since the devastating flooding in February 1996 of the county’s property at 902 Abernethy Road in Oregon City, Clackamas County has been working to relocate all operations housed at that facility. At one time the site was the primary location for Water Environment Services (formerly the Utilities Department) and the Department of Transportation Development Services / Transportation Maintenance; currently the site houses a dilapidated office building, Clackamas County Fleet Services, Vector Control, Sheriff’s Office Fleet Operations and the Transportation Maintenance Division.

Over the past year, County Administration had made it a goal to prioritize the relocation of Transportation Maintenance from the current site for the following reasons.

- Existing facilities on the site are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor

heights of the existing facilities eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.

- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County's Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited size of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

With this direction, staff has advanced negotiations with The Blue at Abernethy Creek, LLC, on a rare opportunity to acquire a turnkey facility and to liquidate the Abernethy Road facility to foster more compatible redevelopment opportunities benefitting the local community and the City of Oregon City.

The value of the facility was established by independent appraisal. The revenue from this disposition will be allocated to the acquisition of a future site to house Transportation Maintenance and Fleet Services.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners authorize the Chair to execute the attached agreement, any version of the agreement with no material changes and any subsequent materials needed to facilitate the transaction described in the agreement.

Sincerely,

Dan Johnson – Director
Transportation and Development

Attachment: Disposition Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and The Blue at Abernethy Creek, LLC, an Oregon limited liability company or assigns (the “**Developer**”). The latest date on which this Agreement is signed by County and Developer (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current location at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700 (the “**Subject Property**” or the “**Property**”) to a new facility on certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “**Beaver Creek Road Site**”). Relocation of the Transportation Maintenance Division to the Subject Property pursuant to this Agreement are for reasons that generally include but are not specifically limited to the following:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County.

B. The principals of the Developer control Beaver Creek Structures, LLC (“Beaver Creek Structures”), which owns the Beaver Creek Road Site. The Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Beaver Creek Structures for the following reasons that include but are not specifically limited to the following:

- a. Beaver Creek Structures owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Beaver Creek Structures possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Beaver Creek Structures may purchase, for investment purposes, the Subject Property for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the Subject Property to the Seller for a new facility on the Beaver Creek Road Site and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 22.75 acres of land which includes various improvements thereon that are further described herein. The Subject Property is more particularly shown on the vicinity map and general property outline attached hereto as **Exhibit “A”**.

Section 1.2: The Maintenance Facility Sale Agreement.

The County and Beaver Creek Structures are party to a separate agreement, of even date herewith, for the sale of certain real property and various turnkey improvements that Beaver Creek Structures proposes to construct on the site (collectively herein, the “**Maintenance Facility Sale Agreement**”). Under the Maintenance Facility Sale Agreement, Beaver Creek Structures agrees to sell to the County the Maintenance Facility for a mutually agreed price. Closing of the Maintenance Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Director

Section 1.4: The Developer.

The term “**Developer**” as used in this Agreement is The Blue at Abernethy Creek, LLC, an Oregon Limited Liability Company, or any permitted assignee of Developer as provided in Section 1.6 below. The principal office and mailing address of the Developer for purposes of this Agreement is:

The Blue at Abernethy Creek, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title
9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Developer.

The qualifications and identity of Developer and its principals are of particular concern to County and were essential to the selection of Developer by County for purposes of this transaction. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Developer or any successor-in-interest of Developer inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within twenty (20) days after the Effective Date, the County will cause the Title Company (defined in Section 3.3 below) to furnish to Developer its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within thirty (30) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), Developer will give the County written notice setting forth the title exceptions that are not acceptable to Developer (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Developer as "**Permitted Exceptions.**" The County will have thirty (30) days after receiving Developer's notice within which to notify Developer in writing whether the County is willing or able to eliminate the Unacceptable Exceptions. If the County agrees to eliminate the Unacceptable Exceptions, the County will be obligated to do so on or before Closing (defined in Section 3.3 below). If the County is unwilling or unable to eliminate the Unacceptable Exceptions, Developer may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. Developer shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by the Developer as provided in this Section 2.1, the Earnest Money (defined below) shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those

obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within twenty (20) days after the Effective Date, the County shall deliver the most recent survey of the Subject Property, if any, in its possession to Developer (the “**Initial Survey**”). At its option and expense, Developer may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, Developer shall deliver a copy of any new or updated survey to the County promptly upon receipt. Within thirty (30) days after receipt of the Initial Survey, the Developer may deliver to the County, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). Developer’s failure to timely object to any such matters shall be deemed to constitute Developer’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If Developer timely objects to any matters shown on the Survey, then the County shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. The County will have twenty (20) days after receiving Developer’s Survey Objections within which to notify Developer in writing whether the County is willing or able to cure the Survey Objections. If the County agrees to cure the Survey Objections, the County will be obligated to do so by Closing at its cost. If the County is unwilling or unable to cure the Survey Objections, Developer may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although Developer may elect to update the Initial Survey or obtain a new survey, Developer is not obligated to do so. Upon termination of this Agreement by Developer as provided above, the Earnest Money shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within twenty (20) days after the Effective Date, the County shall deliver all documents and materials which the County has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Within one hundred eighty days (180) after the Effective Date, the County shall deliver a supplement to the report titled “Limited Phase II Environmental Site Assessment Results” dated December 19, 2018 (the “Phase II Report”) that includes additional environmental site assessment

necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

Section 2.4: Due Diligence Periods.

Developer shall have a period of time after the Effective Date (the "**Due Diligence Period**") to conduct its due diligence investigation of the Property and to satisfy itself concerning all aspects of the Property and the suitability of the Property for Developer's intended uses, including without limitation the physical condition of the Property, the amount of land available to support Developer's intended use, zoning, access, and utilities. The Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or upon the expiration of the Design and Entitlement Due Diligence Period, as that term is specifically defined in the Maintenance Facility Sale Agreement. During the period from the Effective Date until the expiration of the Due Diligence Period, Developer and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Property to perform such tests, inspections and studies as Developer may deem necessary, including without limitation environmental assessments. Developer hereby indemnifies and holds the County, and their elected officials, officers, agents and employees harmless from any injury or damages arising out of any activity of Developer, its agents, employees and contractors performed and conducted on the Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Developer shall restore the Property to its pre-examination state after conducting such due diligence at its own expense. Developer agrees to provide the County with copies of all third party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. On or before expiration of the Due Diligence Period, Developer at its option and in its sole and absolute discretion may provide the County with a notice approving its due diligence investigation of the Property and electing to proceed with acquisition of the Property as provided herein (the "**Approval Notice**"). Alternatively, Developer at its option and in its sole and absolute discretion may provide notice to the County of its election to terminate this Agreement prior to the expiration of the Due Diligence Period. If Developer fails to provide either the Approval Notice or a termination notice prior to expiration of the Due Diligence Period, Developer shall be deemed to have elected to proceed with this Agreement as if an Approval Notice were given to the County prior to expiration of the Due Diligence Period. Where Developer elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder and the Earnest Money shall be fully and immediately refunded to Developer.

Section 2.5: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications reasonably required by Developer in connection with its attempts to obtain governmental permits and approvals for Developer's intended use of the Subject Property. County's agreement to cooperate with Developer in connection with Developer's governmental approvals and any other provision

of this Agreement shall not be construed as making either party an agent or partner of the other party.

Section 2.6: No Liens.

Prior to Closing, the Developer shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the County. The Developer shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior of the County. Developer may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as Developer provides security satisfactory to the County protecting the County's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the County agrees to sell to the Developer, and Developer agrees to purchase from the County, the Subject Property, for a sum of Three Million Three Hundred Forty Four Thousand Two Hundred Fifty One and 00/100 Dollars (\$3,344,251.00) (the "**Purchase Price**").

Section 3.2: Earnest Money Deposit.

Developer shall, within three (3) business day after the Effective Date, deliver to the Title Company (defined below) the sum of One Hundred Fifty Thousand Dollars (\$150,000) as the initial earnest money in cash or by wire transfer of immediately available funds (the "**Earnest Money**") to be held and applied in accordance with the terms of this Agreement. If Developer fails to timely deposit the Earnest Money as provided above, this Agreement shall terminate and neither Developer nor the County shall have any further obligations to one another. Upon expiration of Developer's Due Diligence Period, the Earnest Money shall become nonrefundable except where otherwise expressly provided in this Agreement (the "**Earnest Money Funds**"). The Earnest Money Funds will be applied to the Purchase Price due by Developer at Closing. If this Agreement terminates prior to expiration of the Due Diligence Period for any reason, the Earnest Money shall be surrendered by the Title Company to Developer.

Section 3.3: Closing.

This transaction shall close (the "**Closing**") concurrent with the close of the Maintenance Facility Sale Agreement (the "**Closing Date**"). The Closing Date of this Agreement shall be dictated by the closing of the Maintenance Facility Agreement. The County and Developer shall be prepared to close within One Thousand Forty Nine (1,049) days from the Effective Date of this

Agreement, except for any extensions which are provided for in the Maintenance Facility Agreement.

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title, 9200 SE Sunnyside Road, Suite 400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. Developer agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to the County at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Earnest Money. The County and the Developer agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Developer.

Section 3.4: Deed Form.

At Closing, the County shall convey to the Developer fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to Developer shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 The County shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. Developer, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At Developer’s request, the County will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property beside the County, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be reasonably requested by the Title Company or Developer for issuance of extended coverage title insurance in favor of the Developer.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. The County shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the Developer shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the Developer. The Developer shall be responsible for all professional fees incurred by Developer in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. The County shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 Developer shall pay the entire Purchase Price to the County by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Earnest Money.

3.6.3 Any liens required to be paid by the County at closing shall be paid and satisfied of record at the County's expense.

3.6.4 The County shall convey the real property to Developer by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.5, upon recordation of the Deed.

3.6.6 County shall deliver the County's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the deed to be conveyed in the Maintenance Facility Sale Agreement, and second, the Deed described in this Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale pursuant to the Maintenance Facility Sale Agreement, as well as any costs, prorations and adjustments, and is in a position to cause the title insurance policy to be issued as described in the Maintenance Facility Sale Agreement.

3.6.9 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the Developer concurrently with the conveyance of title on the Closing Date. The Developer shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The Developer acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: County’s Closing Conditions.

The County’s obligations to convey the Subject Property under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by Developer of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by Developer of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.1.3 That all of Developer’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by the County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Developer, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: Developer’s Closing Conditions.

Developer’s obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 The fulfillment by the County of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.2 The fulfillment by the County of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.2.3 That all of the County’s representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.4 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property shall have been materially threatened or commenced.

4.2.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in Developer as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.2.6 That the County shall deliver a supplement to the Phase II Report that includes additional environmental site assessment necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

4.2.7 That the County shall deliver a 'No Further Action Letter' on environmental issues associated with those underground storage tanks identified in the Phase II Report and as DEQ UST Cleanup File #03-91-0385 requiring correction from Oregon State Department of Environmental Quality (DEQ) to allow for future site development. Environmental remediation required by the DEQ in conjunction with DEQ UST Cleanup File #03-91-0385 shall be completed at County expense.

The foregoing conditions may be waived only by Developer. If any one or more of such conditions are not satisfied as of the Closing Date, Developer at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: RESERVED

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.1.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of the County's knowledge (without any requirement of further investigation), there is no agreement to which County is a party or which is binding on County and

in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.1.3 All information, documents and instruments delivered to Developer by the County in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.4 To the best of the County's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property, the value of the Subject Property, or adversely affect the ability of the County to perform its obligations under this Agreement.

6.1.5 To the best of the County's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and the County has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property.

6.1.6 From the Effective Date until the Closing Date, the County shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date accounting for the County's normal operations, less reasonable impact of natural conditions and the Developer's due diligence efforts.

6.1.7 To the best of the County's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which the County or its agents is a party and which would be binding on the Developer after Closing.

6.1.8 The County has not obligated itself in any manner to sell the Subject Property to any party other than Developer and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.9 The County's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.10 To the best of the County's knowledge (without any requirement of further investigation), the County has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.11 To the best of the County's knowledge (without any requirement of further investigation), besides those hazardous substances identified in a report titled Phase 1

Environmental Site Assessment authored by Environmental Consulting, Inc. dated May 30, 2018 and in the Phase II Report along with any supplement thereto, which have been provided to the Developer, no other hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.12 The County is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.13 The County, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to the County, to the County’s property, operations, receipts, or income, or to the County’s performance of or compensation for any work performed by the County; (iii) any tax provisions imposed by a political subdivision of this state that applied to the County, or to goods, services, or property, whether tangible or intangible, provided by the County; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.14 The County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by the County which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

For the purposes of this Agreement, “County’s knowledge” is defined as the knowledge of Mr. Dan Johnson.

Section 6.2: Developer’s Representations and Covenants.

Developer represents, warrants and covenants as follows:

6.2.1 Developer is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Developer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to the County by Developer are complete and true copies of such documents or original counterparts thereof.

6.2.3 Developer is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which Developer is a party or which, to Developer’s knowledge, is binding on Developer which is in conflict with this Agreement. There is no action or proceeding pending or, to Developer’s knowledge, threatened against Developer which challenges or impairs Developer’s ability to execute or perform its obligations under this Agreement.

6.2.5 Dan Fowler, in his capacity as the Manager of Developer, is individually authorized to act on behalf of, and bind, the Developer

6.2.6. Developer has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Developer which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: County's Remedies.

In the event that this transaction fails to close solely on account of a default by Developer under this Agreement, this Agreement shall terminate and the Earnest Money and any accrued interest shall be forfeited by Developer and retained by the County as liquidated damages as the County's sole remedy for such default. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Developer's default, since the precise amount of such compensation would be difficult to determine. For any default by Developer that does not cause the transaction to fail, but which nevertheless causes damage to the County, the County shall be entitled to such remedies as may be available under applicable law.

In the event that any of the following occur prior to the conveyance of title to the Property, then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Earnest Money (and any interest earned thereon) shall be retained by the County as liquidated damages and as its property without any deduction, offset or recoupment whatsoever, and neither the Developer nor the County shall have further rights against or liability to the other under this Agreement:

7.1.1 Developer (or any successor in interest thereto) assigns or attempts to assign this Agreement or any rights therein, or to the Property, in violation of this Agreement; or

7.1.2 There is a change in the ownership of the Developer contrary to the provisions of Section 1.6 hereof; or

7.1.3 The Developer does not tender the Purchase Price or take title to the Property on tender of conveyance by the County pursuant to this Agreement after the satisfaction or waiver of all of Developer's Closing Conditions set forth in Section 4.2

Section 7.2: Developer's Remedies.

If this transaction fails to close because of the County's default hereunder, the Earnest Money, and any accrued interest, shall be returned to Developer. Developer shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Developer against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Developer, service of process on the Developer shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated, and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Developer to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Developer, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Developer.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Developer and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Developer with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2018

“DEVELOPER”

THE BLUE AT ABERNETHY CREEK, LLC, an Oregon limited liability company

By: _____

Date: _____, 2018

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Form of Warranty Deed |
| EXHIBIT C | Maintenance Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline



EXHIBIT B

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

The Blue at Abernethy Creek, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars
(\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 201__.

THE BLUE AT ABERNETHY CREEK, LLC,
and Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 201__, by _____, as _____ of The Blue at Abernethy Creek, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT C

Maintenance Facility Sale Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and Beaver Creek Structures, LLC, an Oregon limited liability company or assigns (the “**Seller**”). The latest date on which this Agreement is signed by County and Seller (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current Abernethy Road location at 902 Abernethy Road (the “**TMD Facility**”) to a new facility on the Subject Property (defined below) pursuant to this Agreement for reasons that generally include but are not specifically limited to the following:

- a. Existing TMD facilities on Abernethy Road are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when TMD was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing TMD facility eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that the TMD Facility is not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek. Investment in the current TMD facility to meet the needs of the division is a risk due to the possibility of localized flooding resulting and a possible stranded investment of public funds.
- f. Ability to co-locate TMD heavy vehicle maintenance services and County light vehicle maintenance services in one facility will provide cost savings and improved operational efficiencies.
- g. The TMD Facility is underdeveloped from its highest and best use. Redevelopment of the TMD Facility would create additional assessed value for the County and City of Oregon City.

B. Seller owns or controls certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax lot number of 00800 on Clackamas County Assessor’s Map Number 32E09A (the

“**Subject Property**”). The Subject Property meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beavercreek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Seller for the following reasons that include but are not specifically limited to the following:

- a. Seller owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Seller possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Seller may purchase, for investment purposes, the TMD Facility on Abernethy Road thereon for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the TMD Facility to the Seller for a new facility on the Subject Property and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 11.76 acres of land and Seller proposes to construct various turnkey improvements thereon that are further described herein (the Subject Property and the improvements are collectively referred to herein as the “**Maintenance Facility**”). The Subject Property is more particularly shown on the vicinity map and general property outline

attached hereto as **Exhibit “A”**. The improvements to be constructed shall conform with the scope of development (the “**Scope of Development**”) attached hereto as Exhibit B.

Section 1.2: TMD Facility Sale Agreement.

The County and The Blue at Abernethy Creek, LLC are party to a separate agreement, of even date herewith, for the sale of the TMD Facility (the “**TMD Facility Sale Agreement**”). The principals of the Seller control The Blue at Abernethy Creek, LLC. Under the TMD Facility Sale Agreement, the County agrees to sell to The Blue at Abernethy Creek, LLC the TMD Facility for a mutually agreed price which is supported by appraisal. Closing of the TMD Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dan Johnson, Director
Email: danjoh@clackamas.us

Section 1.4: The Seller.

The term “**Seller**” as used in this Agreement is Beaver Creek Structures, LLC, an Oregon Limited Liability Company, or any permitted assignee of Seller as provided in Section 1.6 below. The principal office and mailing address of the Seller for purposes of this Agreement is:

Beaver Creek Structures, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title

9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Seller.

The qualifications and identity of Seller and its principals are of particular concern to County and were essential to the selection of Seller by County for purposes of this transaction. No voluntary or involuntary successor in interest of Seller shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Seller or any successor-in-interest of Seller inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within five (5) days after the Effective Date, Seller will cause the Title Company (defined in Section 3.3 below) to furnish to County its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within fifteen (15) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), County will give Seller written notice setting forth the title exceptions that are not acceptable to County (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to County as "**Permitted Exceptions.**" Seller will have fifteen (15) days after receiving County's notice within which to notify County in writing whether Seller is willing or able to eliminate the Unacceptable Exceptions. If Seller agrees to eliminate the Unacceptable Exceptions, Seller will be obligated to do so on or before Closing (defined in Section 3.3 below). If Seller is unwilling or unable to eliminate the Unacceptable Exceptions, County may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. County shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by County as provided in this Section 2.1, Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded, if any, pursuant to Section 3.2 below. Upon termination of this Agreement, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within fifteen (15) days after the Effective Date, Seller shall deliver an ALTA survey of the Subject Property to the County (the “**Initial Survey**”). At its option and expense, County may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, County shall deliver a copy of any new or updated survey to Seller promptly upon receipt. Within fifteen (15) days after receipt of the Initial Survey, County may deliver to Seller, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. Seller will have fifteen (15) days after receiving County’s Survey Objections within which to notify County in writing whether Seller is willing or able to cure the Survey Objections. If Seller agrees to cure the Survey Objections, Seller will be obligated to do so by Closing at its cost. If Seller is unwilling or unable to cure the Survey Objections, County may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although County may elect to update the Initial Survey or obtain a new survey, County is not obligated to do so. Upon termination of this Agreement by County as provided above, the Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded to County and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within fifteen (15) days after the Effective Date, Seller shall deliver all documents and materials which Seller has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Section 2.4: Due Diligence Periods.

The County’s due diligence shall occur over two separate periods. The first due diligence period (the “**Title Commitment Due Diligence Period**”) is as further described in Sections 2.1, 2.2 and 2.3 herein. The Title Commitment Due Diligence Period shall be fifty five (55) days or less. During the Title Commitment Due Diligence Period, County will investigate all aspects of

the Preliminary Commitment, Underlying Documents, and the Survey as set forth in Sections 2.1, 2.2 and 2.3.

The second due diligence period (the “**Design and Entitlement Due Diligence Period**”) is as further described in Sections 2.4 and 2.5 herein. The Design and Entitlement Due Diligence Period shall extend, at a minimum, to the date the County receives and approves the Construction Plans described in Section 2.6, as well as the date the County certifies to the Seller that, in the County’s sole opinion, sufficient appropriations are available to proceed under the terms of this Agreement. Subject to the minimum time requirement in the preceding sentence, the Design and Entitlement Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or fifteen (15) days from the date the building permit associated with the Maintenance Facility is issued by the city of Oregon City, or as may be extended by mutual agreement of the Parties. During the Design and Entitlement Due Diligence Period, the County shall satisfy itself as to the suitability of the Maintenance Facility for the County’s intended uses, including without limitation consistency with the Scope of Development, the existing physical condition of the Subject Property, zoning, access, utilities, building coverage, possible improvements, development limitations or restrictions. During the Design and Entitlement Due Diligence Period until the termination of this Agreement, County and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary, including without limitation environmental assessments provided it is prearranged with Seller and County meets all reasonable safety requirements imposed by Seller and its agents as well as all applicable OSHA safety standards. County’s entry onto the Subject Property shall not be unreasonably withheld by the Seller. County hereby indemnifies and holds the Seller and their respective officers, agents and employees harmless from any injury or damages arising out of any activity of County, its agents, employees and contractors performed and conducted on the Subject Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. County shall restore the Subject Property to its pre-examination state after conducting such due diligence at its own expense. County agrees to provide the Seller with copies of all third-party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. County may exercise its rights under this paragraph during the Title Commitment Due Diligence Period, in which case all provisions of this paragraph shall apply as if the County were conducting its activities during the Design and Entitlement Due Diligence Period.

Section 2.5: Design, Engineering & Reports.

Within one hundred twenty (120) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final architectural design development drawings of the improvements to be constructed on the Subject Property (“**Design Drawings**”), for County review. The Design Drawings shall be consistent with the Scope of Development, attached hereto as **Exhibit “B.”** County shall diligently, in good faith, review the Design Drawings to determine whether they are complete and in substantial conformance with the

Scope of Development. Within thirty (30) days after receipt of the Design Drawings, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Design Drawings are either incomplete or inconsistent with the Scope of Development (the “**Design Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Design Drawings, then Seller shall have the right, but not the obligation, to agree in writing to cure such Design Objections, or to decline to cure such Design Objections. Seller will have twenty (20) days after receiving County’s Design Objections within which to notify County in writing whether Seller is willing or able to cure the Design Objections. If Seller agrees to cure the Design Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Design Objections, County may terminate this Agreement or elect to accept the Design Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Design Objections and all of the Design Objections shall become Permitted Exceptions. County approval shall not be deemed approval by the County Design Review Board or any other County or department. In the event the County terminates this Agreement as provided in this Section 2.5, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.6: Construction Plans.

Within three hundred fifty (350) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final construction plans of the improvements to be constructed on the Subject Property (“**Construction Plans**”), for County review. The Construction Plans shall be consistent with the Scope of Development, attached hereto as **Exhibit “B”** and the approved Design Drawings. The County shall diligently, in good faith, review the Construction Plans to determine whether they are complete and in substantial conformance with the Scope of Development and the approved Design Drawings. Within thirty (30) days after receipt of the Construction Plans, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Construction Plans are either incomplete or inconsistent with the Scope of Development and the approved Design Drawings (the “**Construction Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Construction Plans, then Seller shall have the right, but not the obligation, to agree in writing to cure such Construction Objections, or to decline to cure such Construction Objections. Seller will have twenty (20) days after receiving County’s Construction Objections within which to notify County in writing whether Seller is willing or able to cure the Construction Objections. If Seller agrees to cure the Construction Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Construction Objections, County may terminate this Agreement or elect to accept the Construction Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice

from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Construction Objections and all of the Construction Objections shall become Permitted Exceptions. County approval shall not be deemed approval by any Clackamas County department or service district. In the event the County terminates this Agreement as provided in this Section 2.6, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.7: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications or documents reasonably required by Seller in connection with its attempts to obtain governmental permits and approvals from any and all governing jurisdictions for the development of the Maintenance Facility. County's agreement to cooperate with Seller in connection with Seller's attempt to procure governmental approvals for the Maintenance Facility and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party. Seller does not warrant that the Maintenance Facility can be developed consistent with the Scope of Development unless and until Seller receives any and all applicable and necessary governmental approvals to develop the Maintenance Facility in accordance with the Scope of Development.

Section 2.8: No Liens.

Prior to Closing, the County shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the Seller. The County shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case, no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior to Closing. County may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as County provides security satisfactory to Seller protecting the Seller's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Seller agrees to sell to the County, and County agrees to purchase from the Seller, the Maintenance Facility, for an amount not to exceed Thirty One Million Three Hundred Five Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$31,305,896.00) (the "**Purchase Price**"). The Purchase Price may be changed by the Parties from time to time by written amendment as the costs associated with the allowance items identified in the Scope of Development are finalized.

All changes to the Purchase Price shall be finalized upon expiration of the Design and Entitlement Due Diligence Period.

Section 3.2: Initial and Final Earnest Money Deposits.

County shall, within three (3) business days after the Effective Date, deliver to the Title Company (defined below) the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as the initial earnest money in cash or by wire transfer of immediately available funds (the “**Initial Earnest Money**”) to be held and applied in accordance with the terms of this Agreement. If County fails to timely deposit the Initial Earnest Money as provided above, this Agreement shall terminate and neither Seller nor County shall have any further obligations to one another. The Initial Earnest Money is fully refundable during the Title Commitment Due Diligence Period. In the event County elects to exercise its right to terminate this Agreement during the Title Commitment Due Diligence Period pursuant to Sections 2.1, 2.2 or 2.4 herein, except as otherwise provided herein, the Initial Earnest Money Deposit shall be immediately returned to County and neither party shall have any further rights, duties or obligations hereunder. If County elects to proceed beyond the Title Commitment Due Diligence Period, except as provided below, the Initial Earnest Money shall be released to the Seller and shall be credited to the Purchase Price due by County at Closing.

County at its option may provide notice to Seller of its election to terminate this Agreement prior to the expiration of the Design and Entitlement Due Diligence Period. In the event of termination during the Design and Entitlement Due Diligence Period (or deemed termination), neither party shall have any further rights, duties or obligations hereunder and County and Seller hereby agree that the Initial Earnest Money (defined below) shall be forfeited by Seller and returned to the County, except that the Seller shall be entitled to retain such sums that represent the percentage of work complete by Seller plus any applicable fees paid to the City of Oregon City in connection with the Maintenance Facility that are nonrefundable to the Seller. For purposes of calculating the Initial Earnest Money that Seller may retain relating to the percentage of work complete, if any, the Parties acknowledge that upon termination of the Agreement during the Design and Entitlement Due Diligence Period, Owner’s Representative shall promptly and reasonably determine the percent complete of the Design Drawings and the Construction Plans. The percent complete values determined by the Owner’s Representative shall be multiplied by Design Drawing cost of \$1,021,189.00 and Construction Plan cost of \$473,215.00, respectively. The resulting amounts shall be retained by Seller. .

The County shall be deemed to be the owner of any Design Drawings and Construction Plans produced and owned by Seller as of the date of termination. Seller shall execute any documents reasonably necessary to transfer to the County the rights it possesses to the Design Drawings and Construction Plans and any permits obtained in connection with the Maintenance Facility.

Within (10) days of County electing to move forward with the Agreement beyond the expiration of the Design and Entitlement Due Diligence Period, County shall deposit with the Title Company the final earnest money deposit of Ten Million One Hundred Thousand and 00/100

dollars (\$10,100,000.00) (the “**Final Earnest Money Deposit**”). Upon receipt, the Title Company shall immediately release the Final Earnest Money Deposit to Seller. The Final Earnest Money Deposit shall be credited to the Purchase Price due by County at Closing.

Section 3.3: Closing.

This transaction shall close (the “**Closing**”) within One Thousand Forty Nine (1,049) days from the Effective Date of this Agreement (or as may be extended as provided herein, the “**Closing Date**”). If temporary occupancy has not been obtained from the City of Oregon City by the Seller, Seller may extend Closing until temporary occupancy for the Maintenance Facility is obtained. Seller’s right to extend the Closing is limited to an additional one hundred eighty (180) days, and may be exercised by giving notice thereof to the County prior to the then-current expiration date. Seller’s exercise of its extension right under this paragraph shall cause a corresponding reduction of the Purchase Price of One Hundred Thousand Dollars (\$100,000).

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title , 9200 SE Sunnyside Rd. #400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. County agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to Seller at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00). The County and the Seller agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Seller.

Section 3.4: Deed Form.

At Closing, the Seller shall convey to the County fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to County shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 Seller shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. County, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At County’s request, Seller will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be

reasonably requested by the Title Company or County for issuance of extended coverage title insurance in favor of the County.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. Seller shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the County shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the County. The County shall be responsible for all professional fees incurred by County in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. Seller shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 County shall pay the entire Purchase Price to Seller by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00).

3.6.3 Any liens required to be paid by Seller at closing shall be paid and satisfied of record at Seller's expense.

3.6.4 Seller shall convey the real property to County by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.7, upon recordation of the Deed.

3.6.6 Seller shall deliver Seller's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the Deed described in this Agreement, and second, the deed to be conveyed in the TMD Facility Sale Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale of the TMD Facility, as well as any costs, prorations and adjustments, and is in a position to

cause the title insurance policy to be issued as described in the TMD Facility Sale Agreement, unless the TMD Facility Sale Agreement has been terminated according to its terms.

3.6.9 The Escrow Officer establishes an escrow account (the “**Account**”) in the total amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (such sum, together with all interest earned thereon, are collectively referred to herein as the “**Escrow Funds**”) from a portion of Seller’s net sales proceeds withheld at Closing by the Escrow Officer, as security for completion of the final punchlist items, in accordance with the terms of Section 5.2.

3.6.10 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the County concurrently with the conveyance of title on the Closing Date. The County shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The County acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: Seller’s Closing Conditions.

Seller’s obligations to convey the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by County of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by County of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.1.3 That all of County’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by Seller. If any one or more of such conditions are not satisfied as of the Closing Date, Seller at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: County's Closing Conditions.

County's obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 Design Drawings and Construction Plans (as defined in Sections 2.5 and 2.6) for the improvements to be constructed on the Subject Property have been prepared and submitted by Seller in accordance with the terms of this Agreement and have been reviewed and approved by County, in accordance Section 2.5 and 2.6 of this Agreement.

4.2.2 The fulfillment by Seller of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.3 The fulfillment by Seller of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.2.4 That all of Seller's representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.5 The Seller has obtained temporary occupancy for the Maintenance Facility from the City of Oregon City and the County has received acknowledgement in writing from the Owner's Representative (defined below) that the improvements to be constructed on the Subject Property are consistent with the Construction Plans.

4.2.6 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property or County's intended use thereof shall have been materially threatened or commenced.

4.2.7 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in County as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

The foregoing conditions may be waived only by County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Seller, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: OWNER’S REPRESENTATIVE, FINAL COMPLETION, AND WARRANTY

Section 5.1: Owner’s Representative

The County may elect to designate a representative (the “**Owner’s Representative**”) to monitor the entitlement and construction of the improvements on the Subject Property. Seller shall make available to the Owner’s Representative materials related to the design and entitlement of the improvements to be constructed on the Subject Property and shall notify and allow the Owner’s Representative to attend meetings with the City of Oregon City related to the same. After the date of expiration of the Design and Entitlement Due Diligence Period until the Closing Date, the Owner’s Representative may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary. The primary purpose of the Owner’s Representative is to monitor whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans. For purposes of Section 4.2.5, whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans shall be determined in the sole discretion of the Owner’s Representative. If an Owner’s Representative has not been designated by the County, the County shall assume the rights and obligations described in this paragraph. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.2: Final Completion

The Seller shall be obligated to complete the Maintenance Facility in accordance with the Construction Plans within one hundred twenty (120) days from the date of Closing. The Escrow Officer may release the Escrow Funds to the Seller after written approval has been provided by either the Owner’s Representative or the County that the Maintenance Facility to be constructed on the Subject Property has achieved final completion consistent with the Construction Plans, which approval will not be unreasonably withheld, conditioned or delayed. The sole condition for disbursement of the Escrow Funds to Seller is the final completion of the Maintenance Facility by the foregoing deadline. Notwithstanding the foregoing, if final completion is not achieved within one hundred twenty (120) days from the date of Closing, all Escrow Funds shall be disbursed to the County, subject to the written approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed. The Escrow Funds shall be disbursed by a single payment and shall not be paid on a pro rata basis or otherwise disbursed in installments. The Account shall be terminated upon disbursement of all Escrow Funds in the Account as provided in this Agreement. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.3: Correction of Defects

If, within one year after the date of final completion of the Maintenance Facility, as described in Section 5.2, any of the work associated with the construction of the Maintenance Facility is found to be not in accordance with the Construction Plans, the Seller shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the Seller a written acceptance of such condition. The County shall give such notice promptly after discovery of the condition. Nothing contained in this Section 5.3 shall be construed to establish a period of limitation with respect to other obligations which the Seller might have under this Agreement, including, but is not limited to, Sections 6.1.18 and 6.1.19. Establishment of the time period of one year as described in in this Section 5.3 relates only to the specific obligation of the Seller to correct the defect, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations other than specifically to correct the identified defects. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.4: Non Remonstrance

The Seller, and any of the individual members associated with the Seller in their individual capacity or on behalf of a separate legal entity, hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) or a reimbursement district by the City of Oregon City for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Subject Property (beneficial street improvements as aforementioned shall be specifically limited to those generally located at the intersection of Clairmont Dr. and Beaver Creek Road, along the Subject Property Beaver Creek Road frontage or any public roadways located within the Subject Property) and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This section shall survive Closing and not be merged into any documents delivered at Closing.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: Seller's Representations and Covenants.

Seller represents, warrants and covenants to the best of its knowledge the following:

6.1.1 Seller is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 There is no agreement to which Seller is a party or which, to Seller's knowledge, is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

6.1.3 Seller has the financial capacity to cause those improvements set forth herein to be

constructed.

6.1.4 Dan Fowler, in his capacity as the Manager of Seller, is individually authorized to act on behalf of, and bind, the Seller.

6.1.5 All information, documents and instruments delivered to County by Seller in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.6 There are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property for County's intended purpose, the value of the Subject Property, or adversely affect the ability of Seller to perform its obligations under this Agreement.

6.1.7 There are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and Seller has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property. Seller further warrants that it will defend and hold harmless the County from any liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property which attach, or which are discovered after the date of Closing and are attributable to the period of Seller's ownership, or due to Seller's acts or omissions related to the Subject Property.

6.1.8 From the Effective Date until the Closing Date, Seller shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date less reasonable impact of natural conditions and County's due diligence efforts.

6.1.9 Other than this Agreement and the TMD Facility Sale Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which Seller or its agents is a party and which would be binding on County after Closing.

6.1.10 Seller has not obligated itself in any manner to sell the Subject Property to any party other than County and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.11 Seller's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.12 Seller has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.13 No hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.14 The Subject Property is in compliance with all applicable environmental laws, there are no material concentrations of hazardous wastes or hazardous substances on, in or under the Subject Property, and there are no underground storage tanks within the Subject Property. As used in this Agreement, the term “environmental laws” includes any and all state, federal and local statutes, regulations, and ordinances to which the Subject Property is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same; and the term “hazardous substances” includes all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

6.1.15 Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.16: Seller, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Seller, to Seller’s property, operations, receipts, or income, or to Seller’s performance of or compensation for any work performed by Seller; (iii) any tax provisions imposed by a political subdivision of this state that applied to Seller, or to goods, services, or property, whether tangible or intangible, provided by Seller; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.17 Seller warrants that each worker in each trade or occupation employed in the performance of any part of the construction of the Maintenance Facility shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for the construction of the Maintenance Facility pursuant to the Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.875.

6.1.18 Seller warrants that materials and equipment furnished as part of the construction of the Maintenance Facility will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Construction Plans. Work not conforming to these requirements may be considered defective. The Seller’s warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner’s Representative, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.1.19 Seller warrants that all construction and related services conducted in connection with the Maintenance Facility shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

6.1.20 Seller has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Seller which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

Section 6.2: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.2.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to Seller by County are complete and true copies of such documents or original counterparts thereof.

6.2.3 County is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which County is a party or which, to County's knowledge, is binding on County which is in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.2.4 County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by County which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: Seller's Remedies.

County acknowledges that there would be no adequate remedy at law if the County fails to proceed to Closing after electing to move forward with the Agreement after the Design and Entitlement Due Diligence Period. Provided Seller has completed the Maintenance Facility consistent with the Construction Plans so that it may be occupied and used as generally intended, Seller may be irreparably harmed by any such failure, and accordingly County agrees that the

Seller shall be entitled to compel specific performance of the obligations of the County to complete Closing on Maintenance Facility.

Section 7.2: County's Remedies.

If this transaction fails to close because of the Seller's default hereunder, the Initial Earnest Money and the Final Earnest Money Deposit shall be returned, if any, to the County as set forth in and pursuant to Section 3.2 herein. The County shall be entitled to such remedies for breach of contract as may be available under applicable law, including (without limitation) the remedy of specific performance, injunctive relief and/or the right to recover its damages.

In the event that any of the following occur prior to the conveyance of title to the Subject Property, then this Agreement, and any rights of the Seller, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Initial Earnest Money and the Final Earnest Money Deposit, and any interest earned thereon, shall be returned or retained by the County as set forth and pursuant to Section 3.2 herein, and neither the Seller nor the County shall have further rights against or liability to the other under this Agreement:

7.2.1 Seller, or any successor in interest thereto, assigns this Agreement or any rights therein, or to the Subject Property, in violation of this Agreement;

7.2.2 There is a change in the ownership of the Seller contrary to the provisions of Section 1.6 hereof and as a result Seller fails to materially and substantially fulfill its obligations under the Agreement. The Seller shall not take any action to change its managers without the express written consent of the County; or

7.2.3 The Seller does not construct the improvements on the Subject Property generally consistent with the Construction Plans as approved in accordance with the Agreement as reasonably determined by the Owner's Representative pursuant to Section 5.1 provided County has approved the Construction Plans pursuant to Section 2.6, including acceptance of Seller's proposed cure notification and cure of objections, the County deposits the Final Earnest Money, the building permit associated with the Maintenance Facility has been issued by the city of Oregon City, and all other necessary and required governmental permits have been issued by all governing jurisdictions necessary to commence construction of the Maintenance Facility.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party

begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Seller against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Seller, service of process on the Seller shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount

that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Seller to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Seller, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Seller.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Seller and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Seller with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter. Any time period in this Agreement not specified as being calculated according to “business days” shall be calculated according to calendar days.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2019

“SELLER”

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company

By: _____
Daniel Fowler, its Manager

Date: _____, 2019

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Scope of Development |
| EXHIBIT C | Form of Warranty Deed |
| EXHIBIT D | TMD Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline

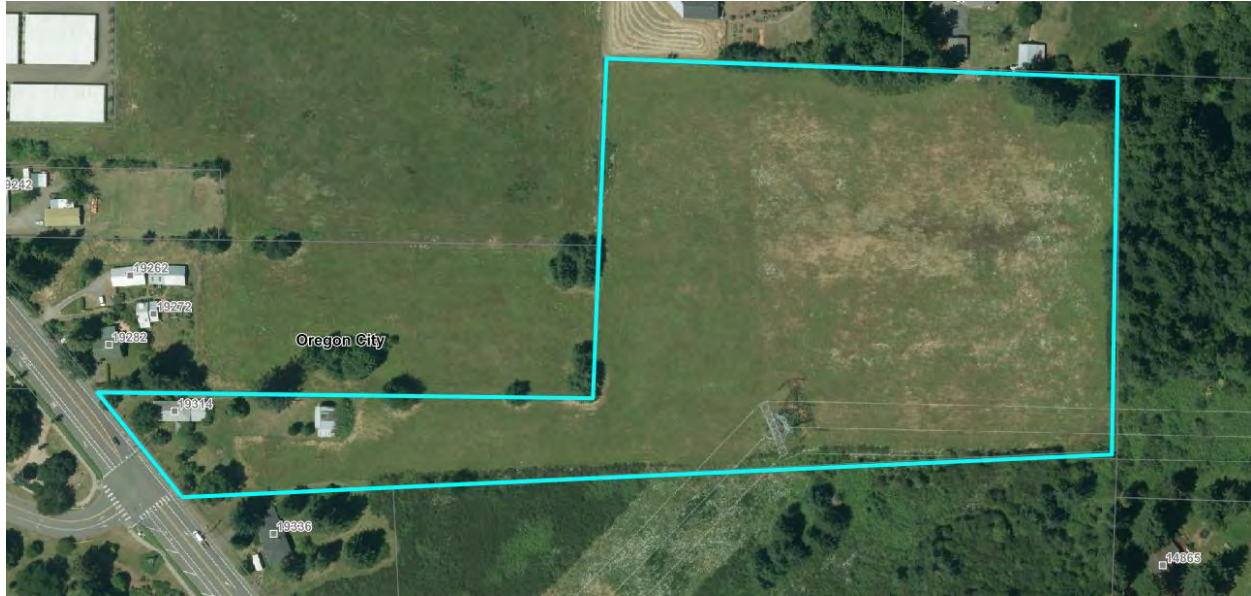


EXHIBIT B

Scope of Development

EXHIBIT C

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars (\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 20__.

BEAVERCREEK STRUCTURES, LLC, and
Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, as _____ of Beaver Creek Structures, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT D

TMD Facility Sale Agreement



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

March 28, 2019

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Disposition Agreement Between Clackamas County and
Beavercreek Structures, LLC Pertaining to Property Located at 19314 S Beavercreek Road**

Purpose/Outcome	Agreement authorizing acquisition of a turnkey facility to house Transportation Maintenance and Fleet Services
Dollar Amount and Fiscal Impact	\$31,305,896 – Guaranteed Maximum Price (GMP)
Funding Source	Land Sale Proceeds and Road Fund
Duration	The proposed sale agreement for the property sets closing 1,049 days from the effective date of the agreement, contingent upon the successful acquisition and occupancy of a replacement site for the Transportation Maintenance Division.
Previous Board Action/Review	Executive Session
Strategic Plan Alignment	<ul style="list-style-type: none"> • Build public trust through good government • Build a strong infrastructure • Ensure safe, healthy and secure communities
Contact Person	Dan Johnson, Transportation and Development – Director 503-742-4325

Since the devastating flooding in February 1996 on county-owned property at 902 Abernethy Road in Oregon City, Clackamas County has been working to relocate all operations housed at that facility. At one time this site was the primary location for Water Environment Services (formerly the Utilities Department) and the Department of Transportation Development Services / Transportation Maintenance; currently the site houses a dilapidated office building, Clackamas County Fleet Services, Vector Control, Sheriff’s Office Fleet Operations and the Transportation Maintenance Division.

Over the past year, County Administration has made it a goal to prioritize the relocation Transportation Maintenance from the current site as:

- Existing facilities on the site are located within a Federal Emergency Management Agency (FEMA)-designated 100-year flood plain. The risk of flooding was most recently and dramatically demonstrated in 1996 when the property was overwhelmed by floodwater. Abernethy Creek, which is adjacent to the site, has crested above the floor heights of the existing facilities eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- The Transportation Maintenance Division is forced to spend money and time every year to move critical equipment in and out of the flood zone during potential flooding events to try to mitigate the risk of operational disruptions in the event of flooding.
- The Transportation Maintenance Division has outgrown existing facilities and the existing facilities are inefficient, for the following reasons:
 - Many years of growth in the County’s Department of Transportation and Development resulting in additional staff and equipment;
 - The shape of the site – long and narrow – does not support efficient and safe movement of equipment
 - The limited size of the site does not allow for proper vehicle circulation.
- There are cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek on the Subject Property.
- The property is underdeveloped compared to its highest and best use. Redevelopment would create additional assessed value for the County and the City of Oregon City.

With this direction, staff has advanced negotiations with Beaver Creek Structures, LLC on a rare opportunity to acquire a turnkey facility and liquidate the Abernethy Road facility to foster more compatible redevelopment opportunities benefitting the local community and the City of Oregon City.

The Beaver Creek Road Site of approximately 11.76 acres at 19314 Beaver Creek Road meets or exceeds all requirements identified by the County as a potential new location for Transportation Maintenance Division operations. The County criteria for a new site location includes but is not limited to the following:

- a. Close proximity to Clackamas County headquarters on the Red Soils Campus in Oregon City
- b. Signalized access onto a major road – in this case, Beaver Creek Road
- c. Central location within the Transportation Maintenance Division’s service area
- d. Proper zoning for County’s desired use

The owners of the Beaver Creek Road Site propose to acquire, for fair market value supported by appraisal, the Abernethy Road site for redevelopment, subject to the Transportation Maintenance Division’s successful acquisition and occupancy of the Beaver Creek Road Site.

Funding for acquisition of the Beaver Creek Road Site will be secured through land sale proceeds and long-term borrowing. Debt service for any borrowing will be covered by available road funds secured through reallocation of forecasted revenue including adjustments in heavy equipment purchases, material purchases, restructuring service delivery agreements resulting in additional

revenues and other measures. No revenue from the recently approved countywide Vehicle Registration Fee will be directed towards this acquisition.

County Counsel has reviewed and approved this agreement.

RECOMMENDATION

Staff respectfully recommends the Board of County Commissioners authorize the Chair to execute the attached agreement, any version of the agreement with no material changes and any subsequent materials needed to facilitate the transaction described in the agreement.

Sincerely,

Dan Johnson - Director
Transportation and Development

Attachments: Disposition Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and Beaver Creek Structures, LLC, an Oregon limited liability company or assigns (the “**Seller**”). The latest date on which this Agreement is signed by County and Seller (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date.**”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current Abernethy Road location at 902 Abernethy Road (the “**TMD Facility**”) to a new facility on the Subject Property (defined below) pursuant to this Agreement for reasons that generally include but are not specifically limited to the following:

- a. Existing TMD facilities on Abernethy Road are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when TMD was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing TMD facility eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that the TMD Facility is not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek. Investment in the current TMD facility to meet the needs of the division is a risk due to the possibility of localized flooding resulting and a possible stranded investment of public funds.
- f. Ability to co-locate TMD heavy vehicle maintenance services and County light vehicle maintenance services in one facility will provide cost savings and improved operational efficiencies.
- g. The TMD Facility is underdeveloped from its highest and best use. Redevelopment of the TMD Facility would create additional assessed value for the County and City of Oregon City.

B. Seller owns or controls certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax lot number of 00800 on Clackamas County Assessor’s Map Number 32E09A (the

“**Subject Property**”). The Subject Property meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beavercreek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Seller for the following reasons that include but are not specifically limited to the following:

- a. Seller owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Seller possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Seller may purchase, for investment purposes, the TMD Facility on Abernethy Road thereon for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the TMD Facility to the Seller for a new facility on the Subject Property and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 11.76 acres of land and Seller proposes to construct various turnkey improvements thereon that are further described herein (the Subject Property and the improvements are collectively referred to herein as the “**Maintenance Facility**”). The Subject Property is more particularly shown on the vicinity map and general property outline

attached hereto as **Exhibit “A”**. The improvements to be constructed shall conform with the scope of development (the “**Scope of Development**”) attached hereto as Exhibit B.

Section 1.2: TMD Facility Sale Agreement.

The County and The Blue at Abernethy Creek, LLC are party to a separate agreement, of even date herewith, for the sale of the TMD Facility (the “**TMD Facility Sale Agreement**”). The principals of the Seller control The Blue at Abernethy Creek, LLC. Under the TMD Facility Sale Agreement, the County agrees to sell to The Blue at Abernethy Creek, LLC the TMD Facility for a mutually agreed price which is supported by appraisal. Closing of the TMD Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Dan Johnson, Director
Email: danjoh@clackamas.us

Section 1.4: The Seller.

The term “**Seller**” as used in this Agreement is Beaver Creek Structures, LLC, an Oregon Limited Liability Company, or any permitted assignee of Seller as provided in Section 1.6 below. The principal office and mailing address of the Seller for purposes of this Agreement is:

Beaver Creek Structures, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title

9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Seller.

The qualifications and identity of Seller and its principals are of particular concern to County and were essential to the selection of Seller by County for purposes of this transaction. No voluntary or involuntary successor in interest of Seller shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Seller or any successor-in-interest of Seller inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within five (5) days after the Effective Date, Seller will cause the Title Company (defined in Section 3.3 below) to furnish to County its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within fifteen (15) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), County will give Seller written notice setting forth the title exceptions that are not acceptable to County (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to County as "**Permitted Exceptions.**" Seller will have fifteen (15) days after receiving County's notice within which to notify County in writing whether Seller is willing or able to eliminate the Unacceptable Exceptions. If Seller agrees to eliminate the Unacceptable Exceptions, Seller will be obligated to do so on or before Closing (defined in Section 3.3 below). If Seller is unwilling or unable to eliminate the Unacceptable Exceptions, County may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. County shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by County as provided in this Section 2.1, Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded, if any, pursuant to Section 3.2 below. Upon termination of this Agreement, neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within fifteen (15) days after the Effective Date, Seller shall deliver an ALTA survey of the Subject Property to the County (the “**Initial Survey**”). At its option and expense, County may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, County shall deliver a copy of any new or updated survey to Seller promptly upon receipt. Within fifteen (15) days after receipt of the Initial Survey, County may deliver to Seller, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any matters shown on the Survey, then Seller shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. Seller will have fifteen (15) days after receiving County’s Survey Objections within which to notify County in writing whether Seller is willing or able to cure the Survey Objections. If Seller agrees to cure the Survey Objections, Seller will be obligated to do so by Closing at its cost. If Seller is unwilling or unable to cure the Survey Objections, County may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although County may elect to update the Initial Survey or obtain a new survey, County is not obligated to do so. Upon termination of this Agreement by County as provided above, the Initial Earnest Money (defined below) and, as applicable, the Final Earnest Money Deposit (defined below) shall be refunded to County and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within fifteen (15) days after the Effective Date, Seller shall deliver all documents and materials which Seller has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Section 2.4: Due Diligence Periods.

The County’s due diligence shall occur over two separate periods. The first due diligence period (the “**Title Commitment Due Diligence Period**”) is as further described in Sections 2.1, 2.2 and 2.3 herein. The Title Commitment Due Diligence Period shall be fifty five (55) days or less. During the Title Commitment Due Diligence Period, County will investigate all aspects of

the Preliminary Commitment, Underlying Documents, and the Survey as set forth in Sections 2.1, 2.2 and 2.3.

The second due diligence period (the “**Design and Entitlement Due Diligence Period**”) is as further described in Sections 2.4 and 2.5 herein. The Design and Entitlement Due Diligence Period shall extend, at a minimum, to the date the County receives and approves the Construction Plans described in Section 2.6, as well as the date the County certifies to the Seller that, in the County’s sole opinion, sufficient appropriations are available to proceed under the terms of this Agreement. Subject to the minimum time requirement in the preceding sentence, the Design and Entitlement Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or fifteen (15) days from the date the building permit associated with the Maintenance Facility is issued by the city of Oregon City, or as may be extended by mutual agreement of the Parties. During the Design and Entitlement Due Diligence Period, the County shall satisfy itself as to the suitability of the Maintenance Facility for the County’s intended uses, including without limitation consistency with the Scope of Development, the existing physical condition of the Subject Property, zoning, access, utilities, building coverage, possible improvements, development limitations or restrictions. During the Design and Entitlement Due Diligence Period until the termination of this Agreement, County and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary, including without limitation environmental assessments provided it is prearranged with Seller and County meets all reasonable safety requirements imposed by Seller and its agents as well as all applicable OSHA safety standards. County’s entry onto the Subject Property shall not be unreasonably withheld by the Seller. County hereby indemnifies and holds the Seller and their respective officers, agents and employees harmless from any injury or damages arising out of any activity of County, its agents, employees and contractors performed and conducted on the Subject Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. County shall restore the Subject Property to its pre-examination state after conducting such due diligence at its own expense. County agrees to provide the Seller with copies of all third-party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. County may exercise its rights under this paragraph during the Title Commitment Due Diligence Period, in which case all provisions of this paragraph shall apply as if the County were conducting its activities during the Design and Entitlement Due Diligence Period.

Section 2.5: Design, Engineering & Reports.

Within one hundred twenty (120) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final architectural design development drawings of the improvements to be constructed on the Subject Property (“**Design Drawings**”), for County review. The Design Drawings shall be consistent with the Scope of Development, attached hereto as **Exhibit “B.”** County shall diligently, in good faith, review the Design Drawings to determine whether they are complete and in substantial conformance with the

Scope of Development. Within thirty (30) days after receipt of the Design Drawings, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Design Drawings are either incomplete or inconsistent with the Scope of Development (the “**Design Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Design Drawings, then Seller shall have the right, but not the obligation, to agree in writing to cure such Design Objections, or to decline to cure such Design Objections. Seller will have twenty (20) days after receiving County’s Design Objections within which to notify County in writing whether Seller is willing or able to cure the Design Objections. If Seller agrees to cure the Design Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Design Objections, County may terminate this Agreement or elect to accept the Design Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Design Objections and all of the Design Objections shall become Permitted Exceptions. County approval shall not be deemed approval by the County Design Review Board or any other County or department. In the event the County terminates this Agreement as provided in this Section 2.5, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.6: Construction Plans.

Within three hundred fifty (350) days after the expiration of the Title Commitment Due Diligence Period, Seller shall prepare and submit to the County final construction plans of the improvements to be constructed on the Subject Property (“**Construction Plans**”), for County review. The Construction Plans shall be consistent with the Scope of Development, attached hereto as **Exhibit “B”** and the approved Design Drawings. The County shall diligently, in good faith, review the Construction Plans to determine whether they are complete and in substantial conformance with the Scope of Development and the approved Design Drawings. Within thirty (30) days after receipt of the Construction Plans, County may deliver to Seller, in writing, any objections alleging in sufficient detail how the Construction Plans are either incomplete or inconsistent with the Scope of Development and the approved Design Drawings (the “**Construction Objections**”). County’s failure to timely object to any such matters shall be deemed to constitute County’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If County timely objects to any omission or inconsistency related to the Construction Plans, then Seller shall have the right, but not the obligation, to agree in writing to cure such Construction Objections, or to decline to cure such Construction Objections. Seller will have twenty (20) days after receiving County’s Construction Objections within which to notify County in writing whether Seller is willing or able to cure the Construction Objections. If Seller agrees to cure the Construction Objections, Seller will be obligated to do so within twenty (20) days after notifying the County of its intent to do so. If Seller is unwilling or unable to cure the Construction Objections, County may terminate this Agreement or elect to accept the Construction Objections and proceed by giving written notice to Seller within ten (10) days of receiving notice

from Seller. If County does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Construction Objections and all of the Construction Objections shall become Permitted Exceptions. County approval shall not be deemed approval by any Clackamas County department or service district. In the event the County terminates this Agreement as provided in this Section 2.6, a portion of the Initial Earnest Money (defined below) shall be refunded to County in accordance with Section 3.2 and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.7: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications or documents reasonably required by Seller in connection with its attempts to obtain governmental permits and approvals from any and all governing jurisdictions for the development of the Maintenance Facility. County's agreement to cooperate with Seller in connection with Seller's attempt to procure governmental approvals for the Maintenance Facility and any other provision of this Agreement shall not be construed as making either party an agent or partner of the other party. Seller does not warrant that the Maintenance Facility can be developed consistent with the Scope of Development unless and until Seller receives any and all applicable and necessary governmental approvals to develop the Maintenance Facility in accordance with the Scope of Development.

Section 2.8: No Liens.

Prior to Closing, the County shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the Seller. The County shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case, no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior to Closing. County may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as County provides security satisfactory to Seller protecting the Seller's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the Seller agrees to sell to the County, and County agrees to purchase from the Seller, the Maintenance Facility, for an amount not to exceed Thirty One Million Three Hundred Five Thousand Eight Hundred Ninety Six and 00/100 Dollars (\$31,305,896.00) (the "**Purchase Price**"). The Purchase Price may be changed by the Parties from time to time by written amendment as the costs associated with the allowance items identified in the Scope of Development are finalized.

All changes to the Purchase Price shall be finalized upon expiration of the Design and Entitlement Due Diligence Period.

Section 3.2: Initial and Final Earnest Money Deposits.

County shall, within three (3) business days after the Effective Date, deliver to the Title Company (defined below) the sum of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as the initial earnest money in cash or by wire transfer of immediately available funds (the “**Initial Earnest Money**”) to be held and applied in accordance with the terms of this Agreement. If County fails to timely deposit the Initial Earnest Money as provided above, this Agreement shall terminate and neither Seller nor County shall have any further obligations to one another. The Initial Earnest Money is fully refundable during the Title Commitment Due Diligence Period. In the event County elects to exercise its right to terminate this Agreement during the Title Commitment Due Diligence Period pursuant to Sections 2.1, 2.2 or 2.4 herein, except as otherwise provided herein, the Initial Earnest Money Deposit shall be immediately returned to County and neither party shall have any further rights, duties or obligations hereunder. If County elects to proceed beyond the Title Commitment Due Diligence Period, except as provided below, the Initial Earnest Money shall be released to the Seller and shall be credited to the Purchase Price due by County at Closing.

County at its option may provide notice to Seller of its election to terminate this Agreement prior to the expiration of the Design and Entitlement Due Diligence Period. In the event of termination during the Design and Entitlement Due Diligence Period (or deemed termination), neither party shall have any further rights, duties or obligations hereunder and County and Seller hereby agree that the Initial Earnest Money (defined below) shall be forfeited by Seller and returned to the County, except that the Seller shall be entitled to retain such sums that represent the percentage of work complete by Seller plus any applicable fees paid to the City of Oregon City in connection with the Maintenance Facility that are nonrefundable to the Seller. For purposes of calculating the Initial Earnest Money that Seller may retain relating to the percentage of work complete, if any, the Parties acknowledge that upon termination of the Agreement during the Design and Entitlement Due Diligence Period, Owner’s Representative shall promptly and reasonably determine the percent complete of the Design Drawings and the Construction Plans. The percent complete values determined by the Owner’s Representative shall be multiplied by Design Drawing cost of \$1,021,189.00 and Construction Plan cost of \$473,215.00, respectively. The resulting amounts shall be retained by Seller. .

The County shall be deemed to be the owner of any Design Drawings and Construction Plans produced and owned by Seller as of the date of termination. Seller shall execute any documents reasonably necessary to transfer to the County the rights it possesses to the Design Drawings and Construction Plans and any permits obtained in connection with the Maintenance Facility.

Within (10) days of County electing to move forward with the Agreement beyond the expiration of the Design and Entitlement Due Diligence Period, County shall deposit with the Title Company the final earnest money deposit of Ten Million One Hundred Thousand and 00/100

dollars (\$10,100,000.00) (the “**Final Earnest Money Deposit**”). Upon receipt, the Title Company shall immediately release the Final Earnest Money Deposit to Seller. The Final Earnest Money Deposit shall be credited to the Purchase Price due by County at Closing.

Section 3.3: Closing.

This transaction shall close (the “**Closing**”) within One Thousand Forty Nine (1,049) days from the Effective Date of this Agreement (or as may be extended as provided herein, the “**Closing Date**”). If temporary occupancy has not been obtained from the City of Oregon City by the Seller, Seller may extend Closing until temporary occupancy for the Maintenance Facility is obtained. Seller’s right to extend the Closing is limited to an additional one hundred eighty (180) days, and may be exercised by giving notice thereof to the County prior to the then-current expiration date. Seller’s exercise of its extension right under this paragraph shall cause a corresponding reduction of the Purchase Price of One Hundred Thousand Dollars (\$100,000).

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the “**Escrow Officer**”) of First American Title , 9200 SE Sunnyside Rd. #400, Clackamas, OR 97015 (the “**Title Company**”), in accordance with the terms and conditions of this Agreement. County agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to Seller at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00). The County and the Seller agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Seller.

Section 3.4: Deed Form.

At Closing, the Seller shall convey to the County fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit “C”** attached hereto (the “**Deed**”), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to County shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 Seller shall be responsible for obtaining a standard Owner’s policy of title insurance for the Subject Property. County, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At County’s request, Seller will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property, that there are no mechanic’s or statutory liens against the Subject Property, and as to such other matters as may be

reasonably requested by the Title Company or County for issuance of extended coverage title insurance in favor of the County.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. Seller shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the County shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the County. The County shall be responsible for all professional fees incurred by County in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. Seller shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, prorations and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the prorations and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 County shall pay the entire Purchase Price to Seller by wire transfer or cashier's check of immediately available funds, adjusted for the charges, prorations, adjustments and credits set forth in this Agreement, including a credit for the Initial Earnest Money and the Final Earnest Money Deposit in a total amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00).

3.6.3 Any liens required to be paid by Seller at closing shall be paid and satisfied of record at Seller's expense.

3.6.4 Seller shall convey the real property to County by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.7, upon recordation of the Deed.

3.6.6 Seller shall deliver Seller's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the Deed described in this Agreement, and second, the deed to be conveyed in the TMD Facility Sale Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale of the TMD Facility, as well as any costs, prorations and adjustments, and is in a position to

cause the title insurance policy to be issued as described in the TMD Facility Sale Agreement, unless the TMD Facility Sale Agreement has been terminated according to its terms.

3.6.9 The Escrow Officer establishes an escrow account (the “**Account**”) in the total amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) (such sum, together with all interest earned thereon, are collectively referred to herein as the “**Escrow Funds**”) from a portion of Seller’s net sales proceeds withheld at Closing by the Escrow Officer, as security for completion of the final punchlist items, in accordance with the terms of Section 5.2.

3.6.10 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the County concurrently with the conveyance of title on the Closing Date. The County shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The County acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: Seller’s Closing Conditions.

Seller’s obligations to convey the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by County of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by County of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.1.3 That all of County’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by Seller. If any one or more of such conditions are not satisfied as of the Closing Date, Seller at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: County's Closing Conditions.

County's obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 Design Drawings and Construction Plans (as defined in Sections 2.5 and 2.6) for the improvements to be constructed on the Subject Property have been prepared and submitted by Seller in accordance with the terms of this Agreement and have been reviewed and approved by County, in accordance Section 2.5 and 2.6 of this Agreement.

4.2.2 The fulfillment by Seller of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.3 The fulfillment by Seller of all its obligations and covenants under the TMD Sale Agreement to be performed on or before the Closing Date of this Agreement, unless the TMD Sale Agreement has been terminated according to its terms.

4.2.4 That all of Seller's representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.5 The Seller has obtained temporary occupancy for the Maintenance Facility from the City of Oregon City and the County has received acknowledgement in writing from the Owner's Representative (defined below) that the improvements to be constructed on the Subject Property are consistent with the Construction Plans.

4.2.6 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property or County's intended use thereof shall have been materially threatened or commenced.

4.2.7 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in County as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

The foregoing conditions may be waived only by County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to County and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly

survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Seller, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: OWNER’S REPRESENTATIVE, FINAL COMPLETION, AND WARRANTY

Section 5.1: Owner’s Representative

The County may elect to designate a representative (the “**Owner’s Representative**”) to monitor the entitlement and construction of the improvements on the Subject Property. Seller shall make available to the Owner’s Representative materials related to the design and entitlement of the improvements to be constructed on the Subject Property and shall notify and allow the Owner’s Representative to attend meetings with the City of Oregon City related to the same. After the date of expiration of the Design and Entitlement Due Diligence Period until the Closing Date, the Owner’s Representative may enter the Subject Property to perform such tests, inspections and studies as County may deem necessary. The primary purpose of the Owner’s Representative is to monitor whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans. For purposes of Section 4.2.5, whether the improvements to be constructed on the Subject Property are consistent with the Construction Plans shall be determined in the sole discretion of the Owner’s Representative. If an Owner’s Representative has not been designated by the County, the County shall assume the rights and obligations described in this paragraph. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.2: Final Completion

The Seller shall be obligated to complete the Maintenance Facility in accordance with the Construction Plans within one hundred twenty (120) days from the date of Closing. The Escrow Officer may release the Escrow Funds to the Seller after written approval has been provided by either the Owner’s Representative or the County that the Maintenance Facility to be constructed on the Subject Property has achieved final completion consistent with the Construction Plans, which approval will not be unreasonably withheld, conditioned or delayed. The sole condition for disbursement of the Escrow Funds to Seller is the final completion of the Maintenance Facility by the foregoing deadline. Notwithstanding the foregoing, if final completion is not achieved within one hundred twenty (120) days from the date of Closing, all Escrow Funds shall be disbursed to the County, subject to the written approval of Seller, which approval will not be unreasonably withheld, conditioned or delayed. The Escrow Funds shall be disbursed by a single payment and shall not be paid on a pro rata basis or otherwise disbursed in installments. The Account shall be terminated upon disbursement of all Escrow Funds in the Account as provided in this Agreement. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.3: Correction of Defects

If, within one year after the date of final completion of the Maintenance Facility, as described in Section 5.2, any of the work associated with the construction of the Maintenance Facility is found to be not in accordance with the Construction Plans, the Seller shall correct it promptly after receipt of written notice from the County to do so unless the County has previously given the Seller a written acceptance of such condition. The County shall give such notice promptly after discovery of the condition. Nothing contained in this Section 5.3 shall be construed to establish a period of limitation with respect to other obligations which the Seller might have under this Agreement, including, but is not limited to, Sections 6.1.18 and 6.1.19. Establishment of the time period of one year as described in in this Section 5.3 relates only to the specific obligation of the Seller to correct the defect, and has no relationship to the time within which the obligation to comply with this Agreement may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Seller's liability with respect to the Seller's obligations other than specifically to correct the identified defects. This section shall survive Closing and not be merged into any documents delivered at Closing.

Section 5.4: Non Remonstrance

The Seller, and any of the individual members associated with the Seller in their individual capacity or on behalf of a separate legal entity, hereby waive any and all right to remonstrate against the formation of a Local Improvement District (LID) or a reimbursement district by the City of Oregon City for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the Subject Property (beneficial street improvements as aforementioned shall be specifically limited to those generally located at the intersection of Clairmont Dr. and Beaver creek Road, along the Subject Property Beaver creek Road frontage or any public roadways located within the Subject Property) and assessing the cost to benefited properties pursuant to the City's capital improvement regulations in effect at the time of such improvement. This section shall survive Closing and not be merged into any documents delivered at Closing.

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: Seller's Representations and Covenants.

Seller represents, warrants and covenants to the best of its knowledge the following:

6.1.1 Seller is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 There is no agreement to which Seller is a party or which, to Seller's knowledge, is binding on Seller which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement.

6.1.3 Seller has the financial capacity to cause those improvements set forth herein to be

constructed.

6.1.4 Dan Fowler, in his capacity as the Manager of Seller, is individually authorized to act on behalf of, and bind, the Seller.

6.1.5 All information, documents and instruments delivered to County by Seller in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.6 There are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property for County's intended purpose, the value of the Subject Property, or adversely affect the ability of Seller to perform its obligations under this Agreement.

6.1.7 There are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and Seller has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property. Seller further warrants that it will defend and hold harmless the County from any liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property which attach, or which are discovered after the date of Closing and are attributable to the period of Seller's ownership, or due to Seller's acts or omissions related to the Subject Property.

6.1.8 From the Effective Date until the Closing Date, Seller shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date less reasonable impact of natural conditions and County's due diligence efforts.

6.1.9 Other than this Agreement and the TMD Facility Sale Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which Seller or its agents is a party and which would be binding on County after Closing.

6.1.10 Seller has not obligated itself in any manner to sell the Subject Property to any party other than County and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.11 Seller's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.12 Seller has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.13 No hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.14 The Subject Property is in compliance with all applicable environmental laws, there are no material concentrations of hazardous wastes or hazardous substances on, in or under the Subject Property, and there are no underground storage tanks within the Subject Property. As used in this Agreement, the term “environmental laws” includes any and all state, federal and local statutes, regulations, and ordinances to which the Subject Property is subject and relating to the protection of human health and the environment, as well as any judgments, orders, injunctions, awards, decrees, covenants, conditions, or other restrictions or standards relating to same; and the term “hazardous substances” includes all hazardous and toxic substances, wastes, or materials, including without limitation all substances, wastes, and materials containing either petroleum, including crude oil or any fraction thereof, or any of the substances referenced in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601(14), and similar or comparable state or local laws.

6.1.15 Seller is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.16: Seller, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Seller, to Seller’s property, operations, receipts, or income, or to Seller’s performance of or compensation for any work performed by Seller; (iii) any tax provisions imposed by a political subdivision of this state that applied to Seller, or to goods, services, or property, whether tangible or intangible, provided by Seller; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.17 Seller warrants that each worker in each trade or occupation employed in the performance of any part of the construction of the Maintenance Facility shall be paid not less than the applicable prevailing wage rate, and will pay the higher rate of pay on an individual job classification of which shall be in effect for the construction of the Maintenance Facility pursuant to the Davis-Bacon Act (40 U.S.C. 276a) and Bureau of Labor and Industries (a.k.a. BOLI) ORS 279C.800 through ORS 279C.875.

6.1.18 Seller warrants that materials and equipment furnished as part of the construction of the Maintenance Facility will be of good quality and new, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform with the requirements of the Construction Plans. Work not conforming to these requirements may be considered defective. The Seller’s warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner’s Representative, the Seller shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

6.1.19 Seller warrants that all construction and related services conducted in connection with the Maintenance Facility shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed, and in accordance with industry standards for projects of similar type and quality, and all applicable laws, codes, regulations and other requirements, including safety requirements.

6.1.20 Seller has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Seller which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

Section 6.2: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.2.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to Seller by County are complete and true copies of such documents or original counterparts thereof.

6.2.3 County is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which County is a party or which, to County's knowledge, is binding on County which is in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.2.4 County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by County which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: Seller's Remedies.

County acknowledges that there would be no adequate remedy at law if the County fails to proceed to Closing after electing to move forward with the Agreement after the Design and Entitlement Due Diligence Period. Provided Seller has completed the Maintenance Facility consistent with the Construction Plans so that it may be occupied and used as generally intended, Seller may be irreparably harmed by any such failure, and accordingly County agrees that the

Seller shall be entitled to compel specific performance of the obligations of the County to complete Closing on Maintenance Facility.

Section 7.2: County's Remedies.

If this transaction fails to close because of the Seller's default hereunder, the Initial Earnest Money and the Final Earnest Money Deposit shall be returned, if any, to the County as set forth in and pursuant to Section 3.2 herein. The County shall be entitled to such remedies for breach of contract as may be available under applicable law, including (without limitation) the remedy of specific performance, injunctive relief and/or the right to recover its damages.

In the event that any of the following occur prior to the conveyance of title to the Subject Property, then this Agreement, and any rights of the Seller, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Initial Earnest Money and the Final Earnest Money Deposit, and any interest earned thereon, shall be returned or retained by the County as set forth and pursuant to Section 3.2 herein, and neither the Seller nor the County shall have further rights against or liability to the other under this Agreement:

7.2.1 Seller, or any successor in interest thereto, assigns this Agreement or any rights therein, or to the Subject Property, in violation of this Agreement;

7.2.2 There is a change in the ownership of the Seller contrary to the provisions of Section 1.6 hereof and as a result Seller fails to materially and substantially fulfill its obligations under the Agreement. The Seller shall not take any action to change its managers without the express written consent of the County; or

7.2.3 The Seller does not construct the improvements on the Subject Property generally consistent with the Construction Plans as approved in accordance with the Agreement as reasonably determined by the Owner's Representative pursuant to Section 5.1 provided County has approved the Construction Plans pursuant to Section 2.6, including acceptance of Seller's proposed cure notification and cure of objections, the County deposits the Final Earnest Money, the building permit associated with the Maintenance Facility has been issued by the city of Oregon City, and all other necessary and required governmental permits have been issued by all governing jurisdictions necessary to commence construction of the Maintenance Facility.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party

begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Seller against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Seller, service of process on the Seller shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount

that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Seller to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Seller, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Seller.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Seller and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Seller with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter. Any time period in this Agreement not specified as being calculated according to “business days” shall be calculated according to calendar days.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2019

“SELLER”

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company

By: _____
Daniel Fowler, its Manager

Date: _____, 2019

LIST OF EXHIBITS

EXHIBIT A	Vicinity Map & General Property Outline
EXHIBIT B	Scope of Development
EXHIBIT C	Form of Warranty Deed
EXHIBIT D	TMD Facility Sale Agreement

EXHIBIT A

Vicinity Map & General Property Outline



EXHIBIT B

Scope of Development

Exhibit 'B'

SCOPE OF DEVELOPMENT

SCOPE OF DEVELOPMENT DEFINITIONS/ACRONYMS & ATTACHMENTS

In this scope of development document (Scope of Development), capitalized words or phrases are deemed to be interchangeable with capitalized terms in the Disposition Agreement for which this Scope of Development is attached as Exhibit 'B'. The "Site Commencement Date" is the date on which work on the Maintenance Facility site begins under the Building Permit. The "Standard of Performance" means performance of the work within the standards and practices that would be exercised by a competent and experienced contractor or developer, performing similar work with similar experience in a similar market and similar site conditions, and in accordance with the specific requirements that are set out in the Agreement (the "Standard of Performance"). The "Structural Engineer of Record" shall be a licensed Structural Engineer in the State of Oregon, who is in charge of the structural engineering of the Maintenance Facility and the preparation, signing, dating and issuing related engineering documents. The Structural Engineer of Record shall perform all field observations and prepare all field reports on the Work as required by applicable code. The "Project Architect" shall be a licensed architect in the State of Oregon whose name or firm name appears within the architects stamp which will be placed on the plans used for building permit and plan review application and submittals. The Project Architect shall provide all services required by applicable code.

The Scope of Development includes this narrative and two attachments: i) schematic drawings (the "Schematic Drawings"); and ii) the purchase price breakdown (the "Purchase Price Breakdown").

OVERVIEW OF THE MAINTENANCE FACILITY

The Seller, in accordance with the Agreement, shall deliver on a turnkey basis a Maintenance Facility on the Subject Property to be utilized by the Clackamas County Transportation and Development Department (the "DTD"). DTD aims to maintain, improve and enhance the safety of the County's road system. The Maintenance Facility shall be developed in general conformance with this Scope of Development, Schematic Drawings and the Purchase Price Breakdown.

The Maintenance Facility is generally planned to accommodate forecasted DTD operational requirements that includes a need for an estimated 104,980 SF of building and covered structure area with associated on and offsite improvements whereby approximately 49,290 SF of the area is scheduled as a main administrative/service building (the "Main Service Building"). The exterior of the Main Service Building shall feature painted concrete tilt-up walls, powered overhead doors, hollow metal doors and frames, and aluminum storefront windows and main entrance vestibule and entry doors. The Main Service Building roof structure shall generally include an open web steel truss joist and girder system, under corrugated metal decking, under rigid insulation foam board and single ply membrane roofing (TPO). The Main Service Building shall have a clear height of 28' feet above finish floor (Areas that will likely infringe on the clear height include:

some portions of the fire protection sprinkler system; air and waste piping; conduits; cranes and crane support framing; structural columns; lights, framed smoke curtains; and make-up air supply baffles). The first floor supporting upper level office and parts areas shall be 12 feet above finish floor. The upper level office area shall be designed for a load of 125 lbs. per square foot. Upper level parts storage area shall be designed to support 250 lbs. per square foot. Covered parking areas and out buildings such as the wash bay and fuel station are planned as pre-engineered steel structures or equal with manufactured finished corrugated steel clad veneer panels in locations as shown on the Schematic Drawings in standard manufacturer colors.

Maintenance Facility site improvements shall generally include but are not specifically limited to a complete wet and dry utility systems, gas piping to the main and freeze protected buildings, mass excavation, grading, asphalt paving, concrete paving, concrete flatwork, landscaping, retaining walls, access to the building, site fencing, parking lot stripping, outside storage, signage, site lighting, noted monuments, decant facility, fuel station, vehicle wash facility, etc. The general scope of offsite improvements will be accurately quantified during the Design and Entitlement Due Diligence period. Offsite improvements are included in the Purchase Price by allowance. Offsite improvements shall generally include but are not specifically limited to required public roads, landscaping, sidewalks, approaches, concrete curbing, street lighting, cross walks, turn-lane extension and widening, pavement markings, street signage, signals or signal relocation, half-street frontage improvements, wet and dry utilities and conduits, Beaver creek power pole/support relocation or burial, etc.

During the Design and Entitlement Due Diligence Period, the design team (architect, structural engineer, landscape architect, etc.) will make recommendations on ways improve the Schematic Plans and/or will make all possible changes to comply with all applicable requirements in order to develop the Maintenance Facility provided that any material deviation from the Schematic Plans first be approved by the County. Seller shall have the sole right to select the prime contractor and the prime contractor may be owned or controlled by a member or an affiliate of the Seller.

MAINTENANCE FACILITY DATA FORECAST

Main Building Gross Useable Area	49 290
Main Building Footprint	36 514
Total Covered Area - Buildings/Site Buildings and Structures/Covered Parking	104 980

<u>Main Building Ground Floor</u>	
General Office (SF):	7 242
Parts // Ship & Receive) (SF):	1 639
Sign Shop / Flex (SF):	2 749
Wood Shop - Under Mezzanine (SF):	1 565
Wood Shop - Crane Served (SF):	958
Metal Shop (SF):	2 441
Heavy Equip. / Service (SF):	14 879

Fleet Services -
Vehicle Maintenance (SF): 3 106

<i>Paint & Prep (SF):</i>	<i>1 672</i>
<i>Office & Restroom (SF):</i>	<i>263</i>

Main Building Mezzanine - Upper Floor

General Office (SF):	7 033
Parts Storage (SF):	5 743

Onsite Structures & Improvements

Scale House (SF):	1 970
10 YD Carport (SF):	13 692
6 YD Carport (SF):	19 875
Fuel Station (SF):	1 968
Vehicle Wash Facility (SF):	3 483
Cold Storage Area (SF):	2 916
Heated Bulk Material (SF):	4 303
Decant Dump Area & Settlement (SF):	2 410
Sand Shed (SF):	5 073

MAINTENANCE FACILITY LOCATION

The Subject Site is approximately 11.76 acres of land located at 19314 S. Beaver Creek Road, Oregon City Oregon; Tax Lot 32E09A 0800; Parcel 008689975.

SCOPE OF WORK OVERVIEW

Except as otherwise expressly provided herein, Seller shall supply as part of developing the Maintenance Facility turnkey, including certain exclusions and allowances as stipulated herein, with all adequate and competent labor, supervision, tools and equipment, installed and consumable materials, services, testing, and each and every item of expense necessary as qualified or excluded within the Agreement for: design; engineering; supply; fabrication; field erection; application; hauling; receiving; handling & unloading; field installation; construction; warehousing; lay down areas; assembly; testing; evaluation; quality assurance; and fitting of material per the Agreement, and this Scope of Development. All proposed Work shall be completed to industry standards and in accordance with governing jurisdictional requirements.

GENERAL OUTLINE SPECIFICATIONS

The general outline specifications below and the Scope of Development attachments (Schematic Plans and Purchase Price Breakdown), among other things, call out the basic material elements and systems to be used in the construction of the Maintenance Facility along with basic spatial relationships among the uses. Ultimately the final construction documents, that shall include but not be specifically limited to construction plans, specifications, geotechnical report and survey (“Construction Documents”) prepared in the Design and Entitlement Due Diligence period shall supersede the Development Scope, provided County agrees in writing to accept and substitute the Construction Documents with the Scope of Development.

DIVISION 1

GENERAL REQUIREMENTS

Total Purchase Price

The Purchase Price, as set forth in Section 3.1 of the Agreement, is based on the qualifications and information set forth in this Scope of Development and the corresponding Schematic Drawings. The Purchase Price qualifications, exclusions and clarifications listed within the Scope of Development, Schematic Drawings and Purchase Price Breakdown shall supersede all other documents and clauses included in the Agreement.

Design and Engineering & Design and Engineering Deliverables

Complete Architectural design, structural engineering, civil engineering, landscape architecture, traffic engineering, geotechnical design, HVAC design, plumbing design and electrical design are included in the Purchase Price sufficient to apply for plan review and building permits. Also included in the Purchase Price is a topographic and boundary survey. All design and engineering shall meet all applicable building code. Design and engineering shall commence if and when County elects to proceed beyond the Title Commitment Due Diligence period pursuant to Section 3.2 of the Agreement. The County shall own all design and engineering work referenced herein that is created or produced by Seller and/or its consultants, provided County elects to proceed beyond the Title Commitment Due Diligence period pursuant to Section 3.2 of the Agreement. Seller shall deliver to County design and engineering work from time to time as it is created or at the reasonable request of the County in accordance with the Agreement.

Regulatory Requirements and Fees

The cost to obtain and pay for applicable governmental permits and fees is included. The permits and fees generally included but are not specifically limited to the following: building permit fees, traffic impact fees, system development charges, site plumbing permit and the cost to purchase and install the water meter.

Quality Control

Construction material testing and special inspections are included as required by code, the Project Architect and Structural Engineer or Record. The County, at its sole expense, may obtain third party special inspections by a certified testing agency on work during the course of construction. Seller shall in good faith work to coordinate with the County any and all County desired inspections; provided however, County inspections do not hinder or delay Seller's daily work. Any and all County third party inspections shall occur at times and places consistent with Seller's work plans. County acknowledges and accepts that Seller's work schedule and plans may change rapidly, often and without notice. Seller has no obligation to wait to commence with any work in order to allow for County third party inspections and/or testing.

General Requirements

The cost of temporary utilities such as telephone, wifi, power, water, and temporary toilets are included through the course of construction in the Purchase Price. Temporary facilities such as a jobsite trailer, storage containers, and

trucking are included in the Purchase Price. Course of construction field supervision and project management is included in the Purchase Price.

Insurance and Bonds

Seller shall maintain fire and extended coverage insurance (Builders Risk) through the course of construction. Seller shall name County as an additional insured. Seller shall maintain General Liability insurance in the amount of \$2,000,000 through the course of construction. Deductibles are excluded and are the responsibility of the Seller. A performance and payment bond is not included in the Purchase Price. Seller may elect to require the Seller's prime contractor provide a performance and payment bond at its own discretion. County may also require Seller provide a performance and payment bond at the expense of County to coincide with the final Earnest Money Deposit.

Warranty / Maintenance Facility Closeout

All warranties whether expressed or implied, are for a period of 365 calendar days from the Date of Substantial Completion except for items covered by manufacturers' warranties and/or required by law. Warranty manuals and record drawings for the Maintenance Facility are included.

DIVISION 2 EXISTING CONDITIONS

The property is located within the Oregon City Beavercreek Concept Plan Area and as such is designated North Employment Campus (Campus Industrial). The property access point onto Beavercreek Road aligns with the signalized intersection at Beavercreek Road and Clairmont Drive. In addition to the likely signalized access onto Beavercreek Road, the Subject Property advantageous features include natural screening off of Beavercreek Road while being conveniently located within the County service area. The site location meets all known County criteria for DTD relocation. The project site is generally covered with sparse to moderate growth of dry grass and some brush. A large stand of fir trees and an offsite stream, designated as a natural resource area, buffer the northeastern portion of the site. BPA power lines and line support structures (including an easement for future expansion) run along the south of the Subject Property. Existing structures include a house with associated shed and a small outbuilding. Based on known elevation data, site grades have a total relief of approximately 30 feet, basically sloping from the southwest towards the northeast.

DIVISION 3 CONCRETE

CONCRETE REINFORCEMENT

Reinforcement Work shall conform to ACI 301 and Uniform Building Code as minimum standards.

Welding Qualifications: Welding procedures, welding operators and welders shall be qualified in accordance with AWS requirements for each type of welding.

Main Service Building floors shall be concrete slab on grade with reinforcement as required by code and as specified by the Structural Engineer of Record. In no event, shall the Main Service Building interior concrete

slab on grade floors or exterior concrete pavement, covered concrete pavement have less than #5 rebar reinforcement placed 32" on center, each way.

CONCRETE FORM WORK

Design criteria shall conform to ACI 301, ACI 347, and UBC as minimum standards for design, engineering, and construction of formwork; resultant concrete to conform to required shape, line and dimension. Forms shall be rigid, true, plumb, well braced, restrained from warping or displacement to a maximum of 1/8 inch in 10 feet unless more stringent per ACI 117, sufficiently tight to hold concrete without leakage, and sufficiently strong to withstand depositing and vibration of concrete and to carry, without appreciable deflection, all dead and live loads to which they may be subjected.

CONCRETE MIXES

Proportioning and design of mixes shall produce concrete of a consistency that will allow thorough compaction of the concrete into corners and around reinforcing without excessive puddling, spading or vibration, and without permitting the materials to segregate or free water to collect on the surface. Mix designs shall be accompanied by compression test reports. Concrete mixes may be based upon previously proven mixes and material tests, subject to approval by the Structural Engineer of Record. The design of such mixes shall be based on the ultimate strength of the concrete assumed in the design of the structure and shall take into consideration both the workability of the mix and the durability of the concrete.

Pretested Mix: Based upon test results for trial concrete mixes, subject to approval by the Architect. This method may be used for any compressive strength of concrete and will be used for any concrete with a compressive strength greater than 4000 psi. **Untested Mix:** Based upon requirements set for in the Uniform Building Code, Section 1905.4. This mix may only be used upon prior approval of the Engineer of Record. Mixes shall generally comply with one of four types (Class A, B, C or D) as defined as follows:

Class A: Normal weight; 28 day compressive strength, 3,500 psi.

Maximum coarse aggregate size of 3/4 inch. For use in footings, grade beams, structural beams, interior columns, and suspended slabs. Limit drying shrinkage to 0.045%. Air-entrainment admixture, if provided, shall produce an air content of 4.5%. Maximum water/ cementitious material ratio by weight of 0.42 (non-air- entrained) or 0.42 (air-entrained). Slump not greater than 4 inches at point of discharge.

Class B: Normal weight; 28 day compressive strength, 3,500 psi. Maximum coarse aggregate size of 1 inch. For use in slabs-on-grade. Limit drying shrinkage to 0.050%. Air-entrainment admixture, if provided, shall produce an air content of 6%. Slump not less than 1 inch and not more than 4 inches at point of discharge.

Class C: Normal Weight, 28 day compressive strength, 5,000 psi. Maximum coarse aggregate size of 3/8 inch or 1/2 inch. For use in moment resisting frames as indicated on the drawings, or where requested by the Structural Engineer of Record. Mix shall contain a minimum of 1,200 pounds of coarse aggregate. Slump not less than 4 inches and not more than 6 inches at point of discharge from truck. Use a high-range water-reducing admixture as required for congested areas.

Class D: Light Weight, 28 day compressive strength, 3,000 psi. Maximum coarse aggregate size of 3/8 inch or 1/2 inch. For use in topping slab over wood framed floor systems. Maximum weight: 105 lbs. per cubic foot. Design mix in accordance with ASTM 330.

Adjustment to Mixes: Mix design adjustment are allowed providing such adjustment complies with applicable code and is approved, designed or authorized by the Structural Engineer of Record.

Admixtures:

Water-reducing admixture or high range water-reducing admixture (super plasticizer) may be used in concrete at Seller's option. Slump of concrete containing super plasticizer shall not exceed 7 inches. Air-entraining admixture shall be used in exterior exposed concrete. Air-entraining admixture may be used at manufacturer's prescribed rate. Admixtures for water-reducing and set-control shall be used in strict compliance with manufacturer's directions. Calcium chloride shall not be used. Class F fly ash may be used provided the following conditions are satisfied: Cement content may be reduced between 15 and 20 percent when compared to an equivalent fc mixture without fly ash. Fly ash content should not comprise more than 25 percent of the total cementations content. Water-cement ratio shall be calculated based on the total cementations content in the mix.

FINISHING

Slabs shall be finished to the following tolerances as defined in ACI 301:

- a. Straight edged: True planes within 5/16-inch in 10 ft, as determined by a 10-ft straightedge placed anywhere on the slab in any direction.
- b. Bull floated: True planes within 1/2-inch in 10 ft, as determined by a 10-ft straightedge placed anywhere on the slab in any direction.
2. Scratched Finish: Place, consolidate, strike off, and level concrete, eliminating high and low spots. Roughen the surface with stiff brushes or rakes before the final set. Produce a finish that will meet a bull floated tolerance.
3. Floated Finish: Place, consolidate, strike off, and level concrete, eliminating high and low spots. Do not work concrete further until it is ready for floating. Begin floating with a hand float, a bladed power float equipped with flat shoes, or a powered disk float when the bleed water sheen has disappeared and the surface has stiffened sufficiently to permit the operation. Produce a finish that will meet straight edged tolerances, then refloat immediately to a uniform texture.
4. Troweled Finish: Float concrete surface, then power trowel the surface. Hand trowel the surface smooth and free of trowel marks. Continue hand troweling until a ringing sound is produced as the floor is troweled. Tolerance for concrete floors shall be straight edged unless otherwise specified. On surfaces intended to support floor coverings, any defects of sufficient magnitude to show through the floor covering shall be removed by grinding.

5. Broom Finish: Immediately after the concrete has received a float finish it shall be given a coarse transverse scored texture by drawing a broom across the surface. Direction and roughness of brooming as directed by Project Architect.

C. Schedule of Locations for Concrete Finish Types:

1. Exposed Slabs in Public Areas: Medium Broom Finish
2. Exposed Slabs in Non-Public Areas: Float Finish
3. Exposed Concrete for Beams, Girders, Walls, and Columns: Smooth Formed
4. Concealed Concrete Surfaces: Rough Formed
5. Formed surface to receive:
 - a. Paint: Smooth Formed
 - b. Waterproofing: Floated
 - c. Plaster: Rough Formed and roughened by sandblasting.
6. Slabs to receive:
 - a. No flooring in Service Areas: Hard Troweled.
 - b. Resilient Flooring: Troweled
 - c. Carpet or Mat: Troweled
 - d. Built-Up Waterproofing: Floated
 - e. Fluid Applied Waterproofing: Troweled
 - f. Toppings and Fills: Scratched
7. Exposed Stair Fills: Non-slip.

CAST-IN-PLACE-CONCRETE

Cast-in-place concrete work shall conform to requirements of ACI 301 as a minimum standard. Sellers Testing Laboratory shall be under the direction of Structural Engineer of Record licensed in the State of Oregon and shall conform to ASTM E329 and ASTM 1077.

The cross sectional area, depth, width and height of all concrete shall be as required by code and as specified by the Structural Engineer of Record. In no event, shall building slabs or concrete pavement have a thickness of less than 6 inches. Sidewalks and patios shall not have a thickness of less than 4 inches.

Seller warrants that all cast-in-place concrete materials will be of good quality and will be mixed, handled, and placed in a manner in compliance with applicable codes and regulations and industry standards. Seller cannot and does not guarantee or warranty that cast-in-place concrete, in any form or use, will not crack, check, break, spall, cup, or curl in response to variable factors. Such conditions shall NOT be considered defects and Seller shall not be liable for repair or replacement of concrete exhibiting such conditions unless they are found by the Engineer of Record to be a structural failure that must be repaired or replaced.

JOINTS

1. CONTROL JOINTS

- A. Provide joints of size and at locations shown on drawings. In slab on grade, provide 1/8 inch wide by 1-1/4 inch deep joints at 16 feet maximum spacing in each direction, unless otherwise shown. Where joint pattern conforms to structural grid indicated on the drawings, joints shall occur on the centerline of columns.
- B. Sawcut as soon as concrete has hardened sufficiently to prevent aggregates being dislodged by saw. Complete saw cutting operations within 24 hours of the introduction of water to the mix.
- C. Perform all cuts cleanly and smoothly to a constant and equal depth in as continuous an operation as possible to avoid misalignment of joints.

1. CONSTRUCTION JOINTS

- A. General: Construction joints shall conform to typical details and be located where shown on the drawings or where approved by the Architect.
- B. Horizontal joints in walls and columns shall be at the soffit of either the beam or slab, whichever is lower, unless otherwise indicated.
- C. Continue reinforcement across construction joints, unless otherwise indicated.
- D. Provide keyways as shown on the drawings. Keyways shall be cast into the concrete; chipping of keyways once concrete has set will not be permitted. Bulkheads designed for this purpose may be used for slabs if approved by Owner's Representative.
- E. Slabs on Grade:
- F. Divide areas by construction joints at not more than 20 foot centers in one direction. Allow at least 3 days delay before placing new sections against previously placed sections.
- G. Continue reinforcement across joints. Place concrete in alternate fashion.
- H. Contractor shall provide a straight and level joint at exposed vertical surfaces.

DIVISION 4 MASONRY

PERFORMANCE

Concrete Block: Provide units complying with characteristics indicated for Grade, Type, face size and exposed face.

For all fire rated assemblies provide concrete masonry units conforming to Underwriters Laboratories Inc. UL 618 and design numbers: U901, U904, U906, U910, U913 and U914.

DIMENSIONS

Size: Manufacturer's standard units as follows: 16" 18" or 24" long x 8" High (15 5/8" x 7 5/8" actual) x thickness as indicated.

APPEARANCE

All units shall be sound and free of cracks or other defects that would interfere with the proper placement of the unit or would significantly impair the strength or permanence of the construction. Minor cracks incidental to the usual method of manufacture or minor chipping resulting from customary methods of handling in shipment and delivery are not grounds for rejection.

DIVISION 5 METALS

FABRICATION TOLERANCES

- (a) A Maximum deviation of individual members as follows:
- (b) Overall length of members with both ends finished for compact bearing: 1/32 inch.
- (c) Overall length of members without finished ends:
 - (i) For members up to 30 ft. long: 1/16 inch.
 - (ii) For members over 30 ft. long: 1/8 inch.

PRODUCT

- a) W SHAPES
 - i) Manufacturing standard: ASTM A-992.
- b) C CHANNELS, ANGLES, BARS, AND PLATES
 - i) Manufacturing standard: ASTM A-36.
- c) STEEL TUBING
 - i) Manufacturing standard: ASTM A-500.
 - ii) Grade: B.
- d) THREADED FASTENERS AND ANCHOR BOLTS
 - i) Manufacturing Standard:
 - (1) Bolts & Nuts: ASTM A 307 Grade A.
 - (2) Plain Washers: ANSI Standard B 27.2.
 - (3) Beveled Washers: ANSI Standard B 27.4
 - ii) Size & Spacing: See Drawings.
 - iii) Finish:
 - (1) Where fastening or anchoring galvanized steel items: Galvanize in accordance with ASTM A-153
 - (2) Elsewhere: Manufacturer's standard.

SHOP TREATMENT

- a. Surface preparation:
 - i. Remove grease, oil, dirt, loose rust, loose mill scale, and any other bond-reducing materials.
 - ii. Within 8 hours of surface preparation, apply the following:

- b. Treatment:
 - i. Galvanize exterior fabricated steel where indicated on drawings.
- c. At all other Steel:
 - i. Apply 1 coat shop paint.
 - ii. Minimum Dry Film Thickness: 1.0 mil
 - iii. Do no apply shop paint to the following:
 - iv. Within 2 inches of surfaces to be field welded.
 - v. Surfaces to be encased in concrete.

Metal buildings, parking structures and storage area structures shall be butler buildings or equal see typical sections attached hereto as Division 5 - Roof and Metal Wall Typical Sections:

METAL ROOF SYSTEM

1. Metal Roof System: Butler Manufacturing “Butlerib[®] II” roof system.
2. Roof System Design:
 - i. Design roof panels in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 - ii. Design roof panels to support a 200-pound load distributed evenly over a 2-foot square area centered between purlins, without exceeding a panel deflection-to-span ratio of 1/180 in a 2-span condition or as specified by the Structural Engineer and Architect of Record..
 - iii. Design roof paneling system for a minimum roof slope of 1/2 inch in 12 inches.
 - iv. Design roof paneling system to support design live, snow, and wind loads.
3. Roof System Performance Testing:
 - i. UL Wind Uplift Classification Rating, UL 580: Class 90.
 - ii. Structural Performance Under Uniform Static Air Pressure Difference: Test roof system in accordance with ASTM E 1592.
 - iii. FM Global (Factory Mutual):
 1. Roof system has been tested in accordance with FMRC Standard 4471 and approved as a Class 1 Panel Roof.
 2. Metal Building System Manufacturer: Provide specific assemblies to meet required wind rating in accordance with FM Global.
 3. Installation modifications or substitutions can invalidate FM Global approval.
4. Roof Panels:
 - ii. Factory roll-formed to provide width coverage of 3 feet.
 - iii. Four major corrugations spaced 12 inches on center.
 - iv. Each Major Corrugation: 1-1/2 inches high, 2-7/8 inches wide, tapering 1-9/32 inches wide at top, with no intermediate minor corrugations.
 - v. In Panel Flat: Two additional minor corrugations, 1 inch wide, 1/8 inch high, spaced 4 inches on center, between major corrugations.
5. Roof Panel Side Laps:
 1. Overlap 1 major corrugation.
 2. One of the Outboard Corrugations: Formed as overlapping corrugation.

3. Other Outboard Corrugation: Formed as underneath corrugation.
 - a. Full corrugation to provide bearing support to side lap.
4. Formed with continuous-length sealant groove.

1) Roof Panel End Laps:

- i. 6 inches.
- ii. Supply maximum possible panel lengths, up to 38'-9", to minimize panel end laps.
- iii. Factory punch roof panel end laps (top panel with a round hole and bottom panel with a slotted hole) to provide for expansion and contraction and panel alignment.
- iv. Design end laps to occur over and be fastened to secondary structural members.

b. Ridge Panels:

1. One-piece, factory formed to match roof slope.
2. Ridge Panel Cross Section: Match roof panels.
3. Ridge Panel Splices: Occur over first purlin on either side of building center.

c. Eave Panels: Extend beyond building structural line.

d. Factory punch roof panels at panel ends to match factory-punched or field-drilled holes in structural members to ensure proper alignment.

1. Upper End of Eave and Splice Panels: 3/4-inch-long slots to provide for expansion and contraction of panels.
2. Panel Material and Finish:
3. 26-gauge or 24-gauge steel coated both sides with layer of Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc) applied by continuous hot-dip method.
4. Minimum 0.55-ounce coated weight per square foot as determined by triple-spot test, ASTM A 792.

e. Panel Material and Finish:

1. 26-gauge or 24-gauge painted Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc), ASTM A 792.
2. Paint with exterior colors of "Butler-Cote™" finish system, full-strength, 70 percent "Kynar 500" or "Hylar 5000" fluoropolymer (PVDF) coating.
3. PVDF Coating Warranty: Metal building system manufacturer shall warrant coating for 25 years for the following.
 - a. Not to peel, crack, or chip.
 - b. Chalking: Not to exceed ASTM D 4214, #8 rating.
 - c. Fading: Not more than 5 color-difference units, ASTM D 2244.

f. Panel Material and Finish: Special materials, gauges, or colors as applicable for custom designs.

i. Provision for Expansion and Contraction:

1. Optional Factory-Punched Roof Panels: 5/16-inch by 3/4-inch-slotted holes at upper end and 5/16-inch-diameter holes at lower end.
2. Slotted Holes: Permit thermal movement of panels without detrimental effect on roof panels.

ii. Fasteners:

1. Fastener Locations and Quantities: Indicated on erection drawings furnished by metal building system manufacturer.

2. Panel-to-Structural Connections: Case-hardened, electrogalvanized carbon steel, yellow-chromate finish “Scrubolt™” fasteners, 3/8-inch hex head, with 3/4-inch OD galvanized-steel-backed EPDM washers.
3. Panel-to-Structural Connections: Type 410 stainless steel “Scrubolt™” fasteners, 3/8-inch hex head, with 3/4-inch OD aluminum-backed EPDM washers.
4. Panel-to-Structural Connections: 1/4-14 by 1-1/4-inch galvanized steel, 3/8-inch hex-head self-drilling fasteners, with 3/4-inch OD galvanized-steel-backed EPDM washers.
5. Panel-to-Structural Connections: 1/4-14 by 1-1/4-inch stainless steel, 3/8-inch hex-head self-drilling fasteners, with 3/4-inch OD aluminum-backed EPDM washers.
6. Panel-to-Structural Connections: Self-clinching aluminum “Lock-Rivet™” fasteners, with 3/4-inch diameter low-profile-head EPDM washers.
7. Panel-to-Panel Connections: #14-14 by 7/8-inch galvanized steel 3/8-inch hex-head mini-point self-drilling screws, with 5/8-inch OD metal-backed EPDM washers.
8. Panel-to-Panel Connections: #14-14 by 7/8-inch stainless steel 3/8-inch hex-head mini-point self-drilling screws, with 5/8-inch OD aluminum-backed EPDM washers.
9. Panel-to-Panel Connections: Self-clinching aluminum “Lock-Rivet™” fasteners, with 3/4-inch diameter low-profile-head EPDM washers.

a. Accessories:

- i. Accessories (i.e., ventilators, skylights, eave and gable trim, gutters, jacks, and curbs): Standard with metal building system manufacturer, unless otherwise noted and furnished as specified.
- ii. Metal Coating on Gutters, Downspouts, Gable Trim, and Eave Trim: “Butler-Cote™” finish system, full-strength, 70 percent “Kynar 500” or “Hylar 5000” fluoropolymer (PVDF) coating.
- iii. Location of Standard Accessories: Indicated on erection drawings furnished by metal building system manufacturer.

iii. METAL WALL SYSTEM

1. Exterior Metal Wall System: Butler Manufacturing: “Butlerib® II” wall system.
2. Wall System Design: Design wall panels in accordance with AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
3. Wall Panels:
 - i. Roll-formed panels, 3 feet wide with 4 major corrugations, 1-1/2 inches high, 12 inches on center, with 2 minor corrugations between each of the major corrugations entire length of panel.
 - ii. One piece from base to building eave.
 - iii. Upper End of Panels: Fabricate with mitered cut to match corrugations of “Butlerib® II” roof panels of 1/2 inch to 12 inches and square cut for all other roof panels and slopes.
 - iv. Factory punch or field drill wall panels at panel ends and match factory-punched or field-drilled holes in structural members for proper alignment.
 - v. Panel Material and Finish:
 1. 26-gauge or 24-gauge painted Galvalume aluminum-zinc alloy (approximately 55 percent aluminum, 45 percent zinc), ASTM A 792.

2. Paint with exterior colors of “Butler-Cote™” finish system, full-strength, 70 percent “Kynar 500” or “Hylar 5000” fluoropolymer (PVDF) coating.
 3. PVDF Coating Warranty: Metal building system manufacturer shall warrant coating for 25 years for the following.
 - a. Not to peel, crack, or chip.
 - b. Chalking: Not to exceed ASTM D 4214, #8 rating.
 - c. Fading: Not more than 5 color-difference units, ASTM D 2244.
 - vi. Panel Material and Finish: Special materials, gauges, or colors as applicable for custom designs.
- b. Fasteners:
- i. Wall Panel-to-Structural Connections: Torx-head “Scrubolt™” fasteners.
 - ii. Wall Panel-to-Panel Connections: Torx-head self-drilling screws.
 - iii. Fastener Locations: Indicated on erection drawings furnished by metal building system manufacturer.
 - iv. Exposed Fasteners: Factory painted to match wall color.
- c. Accessories:
- i. Accessories (i.e., doors, windows, louvers): Standard with metal building system manufacturer, unless otherwise noted and furnished as specified.
 - ii. Location of Standard Accessories: Indicated on erection drawings furnished by metal building system manufacturer.

DIVISION 6 WOOD, PLASTICS & COMPOSITES

Architectural Woodwork

Cabinets and counter tops budgeted by an allowance shall be particleboard construction with melamine faced interiors, plastic laminate exposed surfaces and PVC edge banding. Hinges shall be by Euro-hinge 125 degree, ¾” extension guides with 96mm wire pulls. Upper and base cabinetry with countertops as shown on Schematic Drawings.

DIVISION 7 THERMAL AND MOISTURE PROTECTION

INSULATION

R-21 rigid board insulation at room over metal decking. All bathroom walls and ceilings shall receive R-11 batt. Furred exterior walls shall receive R-11 fiberglass batt. Exterior walls from the top of ceiling to roof (in office areas) shall receive R-11 batt with stic pin support. All exterior walls in heated spaces shall receive R-11 batt. Sound attenuation (R-11 batt) in all other interior demising or partition walls are included.

PRODUCTS

(a) MINERAL FIBER INSULATION

1. Manufacturer: Manville, Schuller, Owens/Corning, or Certainteed.
2. Material Rock or glass fiber. 25% recycled content required.

3. Manufacturing standard: ASTM C-665.
4. Type: Blanket or Batt.
5. Length: Full-length, single-piece where practicable.
6. Vapor retarding facing: As noted by item.

7. Extent of work: Walls
 - i. Location: Within exterior frame walls or interior walls between heated and unheated spaces.
 - ii. Type: Unfaced batt insulation.
 - iii. Minimum resistance factor: $R = 21$.
 - iv. Nominal width: 16 inches - to match wall stud spacing.
 - v. Nominal Thickness: 5-1/2".

8. Extent of work: Walls- Interior acoustic assemblies
 - i. Location: Within interior frame walls as indicated on drawings.
 - ii. Acoustic rated unfaced sound attenuation batt insulation blankets complying with property requirements of ASTM C 665, Type 1 and ASTM E 136 .
 - iii. Nominal width: 16 inches - to match wall stud spacing.
 - iv. Nominal Thickness: 3".

(b) RIGID BOARD INSULATION (Main Building Roof Deck Per Manville TPO Specs and Applicable Building Code)

1. A Material: Expanded Polyisocyanurate foam.
2. Manufacturer Dow Styrofoam SM.
3. Manufacturing standard: ASTM C-578.
4. Thermal Resistance: Provide thickness as shown on Drawings.
5. R-value: 5 per inch
6. Extent of work: Slab on grade floors
 - i. Provide at exterior face of perimeter foundation walls as indicated on the Drawings.
7. Extent of work: Roof Deck
 - i. Provide at exterior face of roof sheathing as indicated on the Drawings
 - ii. Minimum resistance factor: $R = 21$
 - iii. Nominal width: 4'x8'
 - iv. Nominal Thickness: As required to achieve required R Value.

Sheet Metal & Flashing

Downspouts shall be primed for painting. Downspouts and cap flashing on buildings shall be painted the color of the adjacent surfaces.

Caulking & Sealants

- (a) Exterior Panel joints will be caulked. Panel joints in rated assemblies shall be caulked as code requires.
- (b) Manufacturer Firestop Systems Inc., GE, 3M, RectorSeal or USG or as specified by the Project Architect.
 - (i) Material: Shall not contain asbestos, halogens, or volatile solvents.
 - (ii) Type: Caulk, wrap, strip, sheet, or putty as required by conditions of use.
 - (iii) Fire-resistiveness: Rated for use as through-penetration firestopping in accordance with ASTM E-814, USC Std. 7-2 and 7-5.
 - (iv) Paintability: Firestopping, if and where exposed to view, shall be paintable or capable of receiving finish materials where so specified in other sections.

DIVISION 8 OPENINGS

Doors & Frames

Interior office doors shall be 3'0"-8'0" x 1-3/4" flush, solid core, birch with standard pre-finish (AWI Grade Premium). All door frames shall be knock-down metal drywall type (Timely) in pre-finished, standard color (black, Navaho White, White & Brown). Doors and frames in all concrete and CMU walls and between occupancy separations shall be hollow metal; 20 and 18 gauge and rated as necessary, respectively. Hardware as delineated in the Supplemental Information to General Outline Specification or equal. Exterior doors: weatherstrip, door sweeps, stops. Card key programming is included.

Overhead Doors

Overhead doors shall be as shown in the Supplemental Information section to this Scope of Development.

ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

SYSTEM MATERIALS

Section Includes: Kawneer Architectural Aluminum Storefront Systems, including perimeter trims, stools, accessories, shims and anchors, and perimeter sealing of storefront units.

A. Types of Kawneer Aluminum Storefront Systems include:

- i. Trifab® VG 451T Storefront System - 2" x 4-1/2" (50.8 x 114.3) nominal dimension; Thermal Front, Center, Back, Multi-Plane, Structural Silicone or Weatherseal Glazed (Type B); Screw Spline, Shear Block, Stick or Punched Opening Fabrication.
- ii. Extruded Aluminum: 6063-TS alloy temper. (ASTM B221 G.S. 10A-T5)
- iii. Thermal Barrier shall consist of a two-part, chemically curing, high density polyurethane.

B. Perimeter Anchors shall be aluminum or steel, providing the steel is properly isolated from the aluminum.

C. Steel Reinforcement: ASTM A-36.

D. Fasteners: Aluminum, stainless steel, or galvanized steel in accordance with ASTM A-164.

E. Glazing Gaskets: EPDM elastometric extrusions or vinyl reinforced with fiberglass cord to prevent stretching.

F. Finish:

- a. Concealed work: Mill finish.
- b. Exposed work: Clear anodized aluminum

SWINGING DOORS

- a. Manufacturer Kawneer, or approved.
 - i. 8.Model: Kawneer VG 451, or approved.
 - ii. Profiles: 5" stiles, 5-1/2" top rail, 10" bottom rail, (all based upon 2" door thickness).
 - iii. Material Aluminum.
 - iv. Aluminum Finish Color: Clear anodized aluminum.

DOOR HARDWARE

Storefront system hardware by storefront manufacturer. Locking to be coordinated with County and Seller shall coordinate with the County to ensure that all locksets and hardware accept County lock cylinders where applicable.

DOOR WEATHERSTRIPPING

- a. Material: Flexible nonporous Polymeric strip.
- b. All Weatherstripping: Easily replaceable.
- c. Sill Weatherstripping: Easily adjustable for wear.

DIVISION 9 FINISHES

Light Gauge Metal Framing as specified by the Architect of Record.

Gypsum Drywall as specified by the Architect of Record.

Gypsum board walls and ceilings to receive a light orange peel finish (LEVEL 5 FINISH).

The prepared surface shall be coated with a drywall primer prior to the application of final decoration. All joints and interior angles shall have tape embedded in joint compound and immediately wiped with a joint knife or trowel, leaving a thin coating of joint compound over all joints and interior angles. Two separate coats of joint compound shall be applied over all flat joints and one separate coat of joint compound applied over interior angles. Fastener heads and accessories shall be covered with three separate coats of joint compound. A thin skim coat of joint compound shall be trowel applied to the entire surface. Excess compound is immediately sheared off, leaving a film or skim coating of compound completely covering the paper. As an alternative to a skim coat, a material manufactured especially for this purpose may be applied. The surface must be smooth and free of tool marks and ridges. The prepared surface shall be covered with a drywall primer prior to the application of the final decoration.

Acoustical Ceilings

Suspension system shall be 2'x4' exposed T-bar grid supported from the roof structure with all components and mechanical fasteners for complete installation. Ceiling tile shall be non-directional, mineral fiberboard, Armstrong Second Look II in manufactures standard colors with fissured texture and tegular edges. See Supplemental Information section to this Scope of Development for further information.

Painting and Coatings

Painting shall be as follows:

- One (1) coat of primer on all surfaces to be painted.
- Two (2) coats satin latex on Gypsum ceilings and walls.
- Two (2) coats high gloss latex enamel at Bathrooms
- Two (2) coats enamel on all Steel columns from F.F. to 10' A.F.F.
- Two (2) coats enamel on all miscellaneous metals like steel stairs, mezzanines, guardrails, etc.
- Conduit on columns, walls and ceilings exposed to be painted with adjacent wall surfaces.
- Two (2) coats enamel on all Hollow Metal doors and frames.
- Two (2) coats enamel on all Overhead Doors
- Two (2) coats enamel on all Protective bollards and Jamb guards.
- All exposed interior concrete walls to painted from F.F. to Structure.
- Interior, exposed concrete shall be painted white from F.F. to structure
- Three different colors included on exterior walls, miscellaneous metals and sheetmetal. Including 1 coat primer and two coats elastomeric finish all exposed vertical concrete walls (concrete panels, dock walls, stem walls, etc.)
- Clear sealer on exterior masonry veneer and walls.

DIVISION 10 SPECIALTIES

Flagpoles

Flagpoles and support are not included.

Exterior / Interior Signs

Special signs and displays are not included. Code required signs for egress and bathroom signs are included.

Toilet Accessories

Toilet Accessories shall include the following:

- See Purchase Price Breakdown for specification.

Lockers

Two tier lockers with continuous slope top, 4" continuous metal base, 16-gauge end cover panels, number plates, and fillers as required. Lineal footage of lockers as shown on the Schematic Drawings are included. See Supplemental Information.

DIVISION 11 EQUIPMENT

Residential Appliances are included as follows: See Schematic Drawings and Purchase Price Breakdown.

DIVISION 12 FURNISHINGS

Not Included

DIVISION 13 SPECIAL CONSTRUCTION

DIVISION 14 CONVEYING SYSTEMS

Elevator is included (See Supplemental Information).

Cranes, crane rails and wideflange beams supporting bridge or jib cranes are excluded.

Manufacturer : Thyssen Krupp

Quantity: 1.

L. Type: Hydraulic.

M. Travel: From Main Floor to Upper floor.

N. Landings: 1.

O. Openings: 2.

P. Estimate of total rise: 24'-0" to 28'-0".

L. Lifting capacity, in addition to car & appurtenances weight: 2100 lbs.

M. Speed under full contract load: 150 fpm plus or minus 5%.

N. Platform size: See Drawings.

O. Cab height: 8'-0"

P. Machine location: At Parking Level where shown on Drawings.

Q. Pump base: Provide with sound & vibration isolator supports.

0. Pump housing: Removable and with sound-absorbing lining.

P. Operation: Automatic without attendant.

Q. Control: Simplex Selective Collective as follows:

1. Start car upon momentary pressure on one or more buttons, other than for landing at which car is standing.
2. Stop car at landings for which calls are registered. Make stops in order in which landings are reached, regardless of sequence in which buttons are pressed.
3. If DOWN buttons are pressed while car is traveling upward (or vice versa), do not stop car at these landings, but allow calls to remain registered and to be answered on next reverse trip.

R. Programmable Controller:

1. Shall include the input/output device and the associated software necessary for troubleshooting and repairing the programmable controller.

S. Cab and Control Upgrade Kit:

1. Provide standard vandal proof upgrade including metal control buttons, vandal proof lantern and cab door.
2. Provide electronic card key access at Garage level - co-ordinate with low voltage contractor. Provide cylinder lock at each call station to control access of the car. Cylinder to be keyed to match building locks per owners direction - coordinate with hardware supplier.

T. Acceptable Hydraulic Valves:

1. Provide a Maxton or EEC0. Valve.

U. Door Operator:

1. Provide a GAL door operator.

V. Power Supply: 460 volt, 3-phase, 60 Hz.

W. Lighting Supply: 120 volt, 60 cycle.

X. Lighting Fixtures: Fluorescent with high-power factor ballasts. All fixtures shall use easily obtainable light bulbs. Lights shall have parabolic reflectors, ceiling shall be parabolic grill.

Y. Emergency car lighting:

1. Type: Two 6-watt or larger incandescent lamps.
2. Power: Self-recharging battery capable of continuously operating emergency lights for at least 4 hours and elevator alarm bell for at least 1 hour.
3. Operation: Autom atically activate within 5 seconds of normal power outage.
4. Required Accessory: Readily accessible test switch.

Z. Traveling Cable Covers: Flame-resistant and moisture-resistant. AA. Buffers: Spring type.

BB. Required Leveling: To within 1/8 inch of floors under any loading without over-running and returning to floor.

CC. Car Materials:

1. Shell: 14 ga. furniture steel with sound deadening applied to all exterior surfaces.
2. Ceiling: Removable, suspended, Aluminum frame with architectural parabolic light diffuser.
3. Front Wall: Metal with vandal proof finish.
1. Side & Rear Walls: Removable plastic laminate panels.
2. Base: Recessed, black, enameled steel with concealed ventilation cutouts.
3. Flooring: VCT.
4. Door Frames: Metal - Color selected by architect during submittal process.
5. Doors: Metal
6. Required Accessories:
 - a. Brushed Chrome handrails on side and rear walls.
 - b. Ceiling-mounted air exhaust fan.
 - c. Ceiling-mounted emergency escape hatch.
 - d. Emergency telephone cabinet with traveling cable. Telephone instrument will be Owner- furnished and Owner-installed.
 - e. Trouble light and electric power outlet located on car roof.

- f. Elevator license certificate frame mounted where visible in car.
- g. Stainless steel pad hooks and removable wall-protection pads sized to cover all car walls. Provide pads with hemmed cutout openings at car control panels.

DD. Hoistway Entrance Materials: EE. Door Frames: Hollow Metal. FF. Doors: Hollow Metal.

GG. Door Operators: Powered, automatic, and synchronized to operate car and hoistway doors simultaneously.

HH. Door Safety Features: Motion detectors and cushioned shoes to automatically retract doors when doorway is occupied or obstructed.

I. Door Trades: Replaceable. JJ. Required Signals:

1. Car Control Panel:

- a. Flush-mounted.
- b. Contain the following:
 - i. Car call buttons for each landing served.
 - ii. Other buttons and switches required for specified operations.

2. Car Travel-direction Arrows:

- a. White for upward travel.
- b. Red for Downward travel.
- c. Locate where visible from hallway when car doors are open.

3. Hallway Car-arrival Gongs:

- a. Upward Travel: 1 gong.
- b. Downward Travel: 2 gongs.

DIVISION 21 FIRE SUPPRESSION

- Design system for a .20 density over the most remote 2000 sq.ft. of floor area ordinary hazard occupancy group II and a .10 density over the most 1500 sqft of floor light hazard at the office area
- Design shall be coordinated such that **Fire Protection** shall be adequate to accommodate owners **Storage** requirements.
- Furnish hoisting and scaffolding
- Submit six (6) sets of shop drawings for approval, permit and as needed to construct the Automatic Fire Sprinkler System
- Furnish Two (2) Complete Wet and One (1) Dry System throughout the building and exterior canopy
- Furnish permits as required for installation of Automatic Sprinkler Fire Protection System
- Electric Bells
- Water Flow Indicators
- BFV control valves
- Tamper Switches
- Interior Fire hose valve
- 1/2" or 17/32" Standard Upright Sprinklers
- 1/2" Recessed Pendent Sprinklers

- Dry Sidewall Sprinkler Heads at Exterior Canopies
- All required Hangers and Earthquake Braces
- System's Complete Test and permits
- Installation of 8" underground pipe installed to the system's riser to 5'0" outside the building
- Excavating and Backfill using Native/Select backfill
- Rodding and Blocking
- Testing and Flushing of all lines
- All required protection needed for the Exterior canopies at the Loading Dock, Office and Propane tank.
- Furnish all misc. materials and accessories required to provide a complete, code approved system

DIVISION 22 PLUMBING

Plumbing rough-in and domestic fixtures, main office area and Upper floor.

- Design Build Plumbing system complete. Fixture per Purchase Price Breakdown and Schematic Drawings.
- Main building roof drain piping and 6 roof drains.
- 7000 gal. In Ground water containment vault.
- Trench drain as shown on Schematic Drawings.
- Wash bay, Heavy Service, Fleet Services Area sediment traps and oil/water separators.
- Air piping system consisting of in line filter, piping, and 27 drops
- Domestic water hose bibs at 5 locations within service bay area
- Connection of owner provided wash system from holding tank
- Installation of decant dump waste water system with flush valve
- Provide all required gas piping and accessories for items within this scope
- Excavation, backfill, haul off, and compaction for all items within this scope
- Rough-in and connection for all 5' stub-outs.
- Provide and install all required pipe insulation
- Design and permit timelines in proposal
- Plumbing Permits and fees.

DIVISION 23 HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

- **Complete Professional Design Build System (Generally to Include)**
- 2- Carrier, (7 ½ ton) roof mounted gas/electric units complete with roof curbs, economizers, barometric relief dampers, duct smoke detectors and Honeywell # T-7300 programmable thermostats.

- 3- Carrier (5-Ton) roof mounted gas/electric units complete with roof curbs, economizers, barometric relief dampers, duct smoke detectors and Honeywell # T-7300 programmable stats.
- 1- Carrier (4-Ton) roof mounted gas/electric unit complete with roof curb, economizer, barometric relief damper and a Honeywell # T-7300 programmable thermostat.
- 1- Carrier (2-1/2 Ton) roof mounted gas/electric unit complete with roof curb, economizer, barometric relief damper and a JCI programmable thermostats.
- 4- Raznor, Model F-200 (200,00 BTUH) gas fired unit heaters complete with electronic ignition and Accustat thermostats with 45 degrees sensors, to serve warehouse freeze protection.
- 1-Raznor, Model F-50 (50,000 BTUH) gas fired unit heater complete with electronic ignition and Accustat thermostat with 45 degree sensor.
- 2- Roberts Gordon, CTH2-100 (100,000 BTUH) radiant heaters to serve Service area.
- 1- Roberts Gordon, CTH2-125 (125,000 BTUH) radiant heater to Service area.
- 1- Loren Cook, Model ACEB-210C9B roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch.
- 1- Loren Cook, Model ACEB-180C7B roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch. To serve ventilation per code.
- 1- Loren Cook, Model ACEB060 roof mounted exhaust fan complete with roof curb, backdraft damper, birdscreen and disconnect switch. Fleet Services Paint Area.
- Mechanical Permits
- Complete HVAC design and plans
- Furnish Layout of Roof Equipment for Framing Supports
- Coordination of final thermostat locations with the County.
- All applicable permits and fees.
- Waterproof any and all penetrations thru roof.
- Fire/Smoke dampers as required by code.
- Rigging of equipment
- Air conditioning refrigerant piping
- Low voltage control wiring
- Natural Gas Piping
- Coordination of gas service with local gas supplier.
- Gas service to be sized to accommodate all gas fired equipment.
- Flashing and counter-flashing at any and all curb locations.
- Relief hoods.
- Access doors as required by code.
- Complete air distribution system.
- Thermal duct insulation to meet code and design requirements
- Check, test and start-up
- Air balancing

DIVISION 26 ELECTRICAL

All proposed electrical work shall be completed in accordance with governing jurisdictional requirements and in general conformance with schematic plans and documents.

Seller shall furnish all labor, materials, installation, tools, supplies, facilities, supervision, administration and all other resources and facilities necessary for the prompt and efficient prosecution of the Work required generally, but not totally specified as:

- Electrical Design and Engineering as Required to obtain all applicable permits to perform electrical work
- Energy Form submission (Load Calculations) & compliance as required by code and governing agencies
- The cost to pay for and obtain all required electrical permits
- Coordination with Utility provider to arrange for Electrical Service to accommodate proposed development
- County Fees for Electrical Service to accommodate proposed development
- Cost to pay for and obtain all required electrical permits
- Coordination with local utility and governing jurisdictions to confirm street lighting requirements and pole and light specifications
- Cost to install streetlights complete including basis, pole-lights, power distribution, trenching, etc. If street lighting is not required a deductive change order shall be issued for the amount listed for street lighting.
- Complete and operable electrical service including distribution, service, lighting, outlets, etc.
- Site electrical distribution and associated trenching.
- All trenching spoils unsuitable for backfill shall be removed from the site and clean structural fill compacted in its place. All excavation and onsite traffic movement shall be completed in a manner so as not to disturb sub grade materials. Disturbances of structural fills onsite while trenching or doing work onsite will be corrected at the subcontractor's expense.
- Traffic control, traffic control permits, sidewalk and road closure permits as required to complete Electrical work.
- Provide as necessary conduits with all required trenching and backfill from the frontage phone service to the telephone/computer room for phone and data, with necessary conduit space to accommodate future growth.
- Provide conduit as necessary with all required trenching and backfill from the Power Companies service to the electrical room. Conduit and power distribution between buildings as required.
- Place all required vaults and transformers as required for a complete electrical service.
- Electrical connection to all fire/smoke dampers as required by code.

- Electrical connection to smoke detectors as required by code.
- Provide 3-Phase, 1600 AMP, 277/480 volt service with Disconnects as required
- Electrical outlet for irrigation controller
- Provide fire alarm panel and phone line connection as code requires
- Exit lighting including strobes as code requires
- Electrical Vault(s)
- Transformer Pad(s)
- Underground conduit within building as required.
- Pull wires; Pull strings; and Mud rings as required
- Main distribution system (Main Panel, terminal can, switch gear, meter base, transformers, etc. as required.
- Panels and sub panels as required to make electrical connections to all equipment and outlets.
- Primary and Secondary Feeders
- Circuit Breakers
- Conduit and Raceways
- Conductors and wiring
- Receptacles and switches
- Disconnects for HVAC and misc. equipment
- Connections to HVAC equipment
- Connections to fire sprinkler alarm, and flow/tamper switches (At Site Vault and within Building)
- Interior and Exterior Lighting
- Site and Exterior Building Lighting
- As-Built Drawings
- Warranties
- Meter Base as Required
- Transformers as required
- Fluorescent fixtures in electrical room
- Photocell with time clock override for all exterior site lighting
- Metallic conduit as required by code and where visible
- Compacted rock backfill at trenching work under paved areas
- Temporary power to contractors trailer and power pole with outlets for construction operations
- Power and connections to all owner supplied equipment
- Power and connections to all OHD operators
- Water resistant fixtures and outlets in the wash down bay
- Power and conduit including trenching to site monument signage
- Power and conduit including trenching to site automated gates

HighBay Lights (Service Areas)

400W UFO LED High Bay Light w/ Reflector - 50,000 Lumens - 1,500W Metal Halide Equivalent - 5000K or equal

This 400-watt UFO LED High-Bay Light replaces 1,500-watt metal-halide lights while lasting 3 times longer. The powerful fixture emits 50,000 lumens of cool white light. A UV-stabilized acrylic reflector provides high vertical illumination while reducing glare. Choose a 120° or 90° lens. The 120° lens is included with 90° lens selection and is preinstalled; 90° lens requires installation. Its powder coated, die cast aluminum housing is weatherproof with an integral LED-cooling heat sink and a tempered glass lens. The UFO light is equipped with a constant-current driver and operates on 100-277 VAC. An adjustable U-bracket, eye hook, and safety cable are included.

2x4 Troffer Lights (Office Areas)

2'x4' LED parabolic lens troffer, 18 cell (3x6 pattern) semi-specular 3in nominal lens, 48W-85W, 0-10V driver, 5000K color temperature.

Emergency Power

Emergency generators, battery powered emergency lighting and equipment are not included. Conduit from the electrical room to the future generator location is not included.

Communications and Alarms (Low Voltage Work)

DEFINITIONS

The following acronyms apply to the scope of this document:

ACS	Access Control System (door access)
ALL	Applies to all buildings within scope of document
AV	Audio – Visual
BDA	Bi-Directional Amplifier (2-way Radio and Cellular)
CC	Clackamas County
CCFAC	Clackamas County Facilities
CCSO	Clackamas County Sheriff’s Office (all staff)
CCTS	Clackamas County Technical Services
CCTV	Closed Circuit Video Security System
CONT	Contractor assigned to project
CRAC	Computer Room Air Conditioning Unit (dedicated)
DAS	Distributed Antenna System
DWS	Distributed Wireless System (802.11 a/b/g/n/ac)
EMN	Emergency Mass Notification
EF	Entrance Facility
FLS	Fire / Life / Safety
IDF	Intermediate Data Facility (small IT closet)
MDF	Main Data Facility (Main IT Data Center)
PDU	Power Distribution Unit
TO	Telecommunications Outlet
TMF	Transportation Maintenance Facility
UPS	Uninterruptible Power Supply

SPECIFICATIONS

The following specifications apply to the scope of this document as required:

ITEM		SPECIFICATIONS
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	PROVIDED BY	
Audio / Visual	CONT / CCTS	<ul style="list-style-type: none"> - CONT will install raceways, backboxes, floorboxes, power and AV cables as needed and designed by CCTS. - CCTS will provide flat panel monitors at project expense. - PC's / laptops provided by CCTS. - If "High Tech" room is required, design build will be required by Audio / Visual Contractor.
Backboards	CONT	¾ inch fire resistant plywood backboards with fire resistant paint
BDA	CONT	<ul style="list-style-type: none"> - Custom designed and installed as needed for 2-way radio and / or cellular distribution.
Cabinets	CONT	<ul style="list-style-type: none"> - APC Model AR3350 or 4-post rack approved by CCTS. Verify type and model number with CCTS prior to ordering. - An integrated design may be desirable with redundant in-row cooling and redundant UPS's. CCTS has selected APC by Schneider Electric as the preferred vendor. Design approval by CCTS required. - cable management via top ports - Provide dual vertical PDU's in the rack. - all cabinets are to be seismically anchored and grounded
Cable Trays / ladder racking	CONT	<ul style="list-style-type: none"> - In MDF size ladder racking as required with CCTS design approval. color = Black. - Other areas: originating from MDF / IDF's, size as required, cable tray basket metal mesh above false ceiling in all primary hallways. Access to cable trays shall be easily accessible from drop ceiling with no HVAC, plumbing or lighting interference. Design to be approved by CCTS. - Suspended in accordance with NEC code. - grounded as required.
Coax	CONT	- RG6 Quad Shield Plenum rated – White jacket
Conduit	CONT	<ul style="list-style-type: none"> - Internal – Risers – 4" Steel - Other - Steel in the walls – size as required – minimum 1" for TO. - External – 4" Schedule 40 PVC
CRAC	CONT	<ul style="list-style-type: none"> - TBD with CCTS approval. - Heat load based on CCTS provided BTU calculations
Data Cable	CONT	<ul style="list-style-type: none"> - CAT 6 Plenum rated (CMP) - Blue Jacket - Terminated at racks / jacks T568B - All patch panels / jacks are from CommScope / AMP - Supported by J-hooks when distributed from cable basket trays.
DWS	CONT	- 802.11 a / b / g / n / ac
EMN	CONT	Alertus Mass Notification System as required at project expense.
Entrance Terminals	CONT	Porta Systems series 24, input termination-110 style
Fiber	CONT	<ul style="list-style-type: none"> - Single Mode - LC connectors, Plenum rated
Generator	CONT	- Model and capacity to be determined
Innerduct	CONT	<ul style="list-style-type: none"> - As required. - Smurf tube – orange in color – size as required.
PDU	CONT	- TBD with CCTS approval.
Raceways	CONT	- Size as required – minimum 1".
Racks	CONT	<ul style="list-style-type: none"> - Chatsworth Model 55053 2 post, 19" wide by 7' high, #12-24 kits, color = Black. - Each supplied by (2) 120 VAC circuits, power plugs type NEMA L5-20P

		<ul style="list-style-type: none"> - All racks are to secured to floor, grounded - Cable management between racks, minimum of 6" (six inch) wide
TO	CONT	<ul style="list-style-type: none"> - 4 port faceplate - Two (2) Category 6, 8-pin data jacks, Orange in color - One (1) 6-pin telephone jack, same color as faceplate - Faceplate color to match electrical outlet color or cubicle furniture color. - Data jacks terminated in T568B pin configuration - Each data cable terminated in serving MDF or IDF on category 6, 48-port panels. <li style="padding-left: 20px;">Patch panel with all data cables from same TO grouped sequentially - Each voice cable terminated in serving MDF on Gigabix style Terminal blocks - Each TO marked with discrete label (TBD) and each jack labeled Sequentially by service type (TBD) - Unused port of faceplate filled with blank of same color as faceplate - All TO hardware to be CommScope / AMP equipment
UPS	CONT / CCFAC	<ul style="list-style-type: none"> - Size and capacity TBD with CCTS approval. - All UPS units connected to generator
Video Conferencing	CCTS	<ul style="list-style-type: none"> - System at project expense. -
Video Visitation	CONT	<ul style="list-style-type: none"> - IP based - Secure VPN network segment - Vendor / Model TBD
Voice Cable	CONT	<ul style="list-style-type: none"> - Gray Jacket - Plenum rated CMP Category 5e - Terminated in MDF on Nordx Gigabix blocks - All patch panels / jacks are from CommScope / AMP - Supported by J-hooks when distributed from cable basket trays.
Fire/Life/Safety	CONT	TBD

RESPONSIBILITIES

These are the technical areas of responsibility related to the support of the TMF.

ITEM	INSTALL	MANAGE	NOTES
Audio / Visual	CONT	CCTS	<ul style="list-style-type: none"> - CONT to install raceways, backboxes, floorboxes, power and AV cables as needed and designed by CCTS. - CCTS will provide flat panel monitors at project expense. - PC's / laptops provided by CCTS. - If "High Tech" room is required, design build will be required by Audio / Visual Contractor.
BDA	CONT	CONT	<ul style="list-style-type: none"> - CONT to install all required equipment, wiring and antennas.
Cable TV	CONT	CCTS	<ul style="list-style-type: none"> - CONT will install coax as specified. - CCTS will coordinate vendor connection - CCTS will manage cable TV support
CCSO Servers	N/A	N/A	
CCTS Servers	CCTS	CCTS	<ul style="list-style-type: none"> - located in MDF
CCTV	CONT / CCTS	CCTS	<ul style="list-style-type: none"> - CONT will install conduit, data cables, power, mounts as specified / ordered by CCTS - CCTS will install cameras, servers, storage, and software at project expense. - CCTS will support base system after installed. Monthly licensing and maintenance fee required.
Cell Phone	CONT	CCTS	<ul style="list-style-type: none"> - If a "green" building, a DAS or BDA System

Coverage			may be required. - To be installed at project expense.
Desktop	CCTS	CCTS	- CCTS will relocate / install / support all required Desktop equipment -
DWS	CONT	CCTS	- CONT will install conduit, cable, jacks and antennas. - CCTS will design system - CCTS will support system after installed
EMN	CONT	CCTS	- CONT will install conduit, cable, jacks, panic buttons and interfaces, alert beacons, paging speaker's monitors and reader boards. - CCTS will design system - CCTS will support system after installed. Monthly licensing and maintenance fee required.
Generator	CONT	CCFAC	- Designed to support MDF, and other critical operations as specified by CCTS.
Inmate Phones	N/A		
Intercom	CONT	CCTS	- Designed by CCTS. - Installed by CONT.
Network - Equipment	CCTS	CCTS	- Design, installed and managed by CCTS at project expense. - Powered Ethernet except as specified
Network - Wiring	CONT	CCTS	- CONT will install conduit, data cables, TO as required.
Radio Coverage	CONT	CCTS	As required at project expense.
Entrance Control	CONT	CCFAC	-As required
Telephone / VM	CCTS	CCTS	- CCTS will install voice server or remote unit and connections at project expense.
Telephone Wiring	CONT	CCTS	- CONT install conduit, voice cables, TO as required - CCTS will cross connect at project expense. - CCTS will support after installation. Normal voice charges apply.
UPS	CONT / CCFAC	CCFAC	- CONT / CCFAC will install and support UPS's.
Video Conferencing	CCTS	CCTS	- As required / requested
Visitation Video	N/A		
Fire/Life/Safety	CONT	CCFAC	

TECHNICAL FACILITIES

Entrance Facility (EF)

- 760 Building(s) shall have dedicated Entrance Facility rooms. Size and design of room will be approved by Technology Services.**

CCTS – Data Center (MDF)

- 761 One secure room designed to accommodate the voice and data needs of the building occupants.**
- 762 Centrally located so all cable runs are within 300ft total distance.**
- 763 Size and design of room will be approved by Technology Services.**
- 764 Typical components in MDF:**
- 2 and 4 post racks.**
 - Server cabinets.**
 - Continuous cable tray running around room and above rows of racks.**

**Fire proof backboard along walls.
Redundant UPS's on backup generator.
Grounding bar and jumpers for all cabinets / racks.
Cooled by redundant in-row or dedicated HVAC units.
1 secure, reinforced door with secure card access.
Fire suppression system.**

Intermediate Data Facility (IDF/IDC) Rooms/Closets

- 765 If Cable runs exceed 100 meter length, IDF's shall be constructed to meet requirements. Size and design of room will be approved by Technology Services.**
766 Rooms will be connected to centralized UPS on backup generator.

Workstations

- 767 Each workstation should have a minimum of one (1) TO outlet.**
768 The TO should be mounted in a faceplate designed for the furniture.
769 TO should be placed on the major furniture spine located close to the user.
770 Cables should be routed from the TO in the furniture cabling channel to a furniture common point.
771 Flexible non-metallic conduit should connect the furniture to either a wall mounted junction box or a floor mounted box.
772 Cabling should then be routed to the nearest cable tray via conduit or non-continuous cable supports (j-hooks) with 4ft maximum spacing.

Offices / Hard-walled Rooms / Conference Rooms

- 773 Each room should have a minimum of two (2) wall mounted TO outlets in separate walls for flexibility. More as specified in room data sheets.**
774 TO should be flush mounted in a deep 4-square box equipped with a single gang mud ring.

Other Spaces (such as cubicles, multi-purpose areas, conference rooms, stations etc.)

- 775 This includes all spaces and/or services that require an Ethernet connection such as commissary, intercom, security, video visitation, video arraignment etc.**
776 All spaces should be outfitted with a minimum of one (1) TO outlet, more as required per the use in accordance with specifications.
777 Floor boxes should receive a minimum of one (1) TO outlet consisting of two (2) data and two (1) voice cables. (HDMI if AV is desired.)
778 Back box for AV monitor shall contain (1) TO consisting of (1) data and (1) coax cabling, power and AV connections per owner. (HDMI if AV is desired.)

CONNECTIVITY

Conduit

As needed and design approved by CCTS

Internal Building (ALL)

All terminations should homerun to serving MDF.

Voice Cable (other locations – ALL as required)

- 779 Category 5e cabling of the same type used elsewhere shall be provided for:
One (1) for every elevator equipment room and/or elevator panel
One (1) for every rescue / firefighter telephone
One (1) for every wall phone**

Fiber

- 780 Terminated at patch panel w/ LC connectors.
- 781 Single Mode.
- 782 Design approved by CCTS.

Data Cable (ALL)

- 783 Category 6, CMP rated, Blue jacket cable for following locations:
Two (2) from MDF to every TO.
One (1) from serving MDF for every IP camera, interior and external.
One (1) from serving MDF to every wireless access point.

Patch Cords and Jumpers (ALL)

- 784 Category 6 patch cords to be provided by CONT:
Quantity and lengths TBD. Blue in color.
- 785 Category 6 patch cords to be provided by CCTS and charged to the project in the following quantities:
Two (2) 10 ft. workstation patch cords for every TO
One (1) patch cord as required for IP Security cameras, Wireless Access Points and AV equipment.
- 786 Singlemode jumpers will be provided BY CCTS and charged to the project.
Lengths TBD.

Standards (ALL)

- 787 All cabling will be tested by CONT to current standards. An electronic copy of the tester data will be provided for review by CCTS along with a working version of the tester software.
- 788 CONT will provide as-built drawing of all TO, security camera, access point, AV and mass notification unit locations.

TECHNICAL SERVICES

Example of systems to be covered include:

- 789 The data signals for: 802.11a/b/g/n/ac
- 790 All conduit and wiring will be specified (with CCTS review and approval) and installed by the CONT.
- 791 All wiring will homerun to serving MDF (or IDF if necessary).
- 792 All access points will be specified by CCTS and installed by the CONT.
- 793 BDA or DAS system designed (with CCTS approval) and installed by CONT as necessary for 2-way radio and cellular coverage.
- 794 Alertus – Emergency Mass Notification System components to be installed by CONT. Design approved by CCTS. Programming and support by CCTS.

A CCTV system will be utilized by ALL BUILDINGS for all video security services. The system will be serviced by dedicated servers, with failover capability. Video storage will be in DSB. Transport of video signal to the storage array will be via the County secure internal network. System utilized is County standard Genetec system.

- 795 Location and utilization of the cameras will be designed by CCTS. Design will include several classification of camera / recording types:
 High Quality, High Rate, All Times for very secure areas
 High Quality, High Rate, Variable Time / Motion Activated
 Medium Quality, Med Rate, Variable Time / Motion Activated
 Lower Quality, Lower Rate, Motion Activated
- 796 Cameras will also be classified by:
 External use requiring power connections
 Internal cameras, all using powered Ethernet
 PTZ (Pan – Tilt – Zoom) for specific areas
 IR (Infrared) for any night/low light applications
- 797 The CONT will install all conduit, data cables, power as specified by CCTS.
- 798 CCTS will specify and procure all cameras and mounts.
- 799 The CONT will install all camera mounts and mounting boxes.
- 800 CCTS will install Security Cameras.
- 801 CCTS will install and configure servers/software.
- 802 CCTS will install and configure required data storage.
- 803 All Cameras will be approved for use with the Genetec system.

CCTS will assist in design, install and support of various Audio-Visual requirements within the facility as required. Will assist and support CONT assigned to more complex AV installations. Some supported AV technology by CCTS includes:

- 804 All Video Conferencing locations
- 805 Basic Conference rooms with Monitor, speakers, DVD, cable and PC connectivity.
- 806 Interfacing AV rooms with network and other facilities.

Other Systems that could be utilized in the facility, but are currently not part of this plan.

- 807 TBD

OUTSTANDING ISSUES

- 1. None

DIVISION 31 EARTHWORK

All site work shall be performed in accordance with recommendations provided by the project geotechnical engineer.

All site clearing and stripping, grading, excavation and backfilling are included. Costs for soft spot removal, over excavation, haul-off and the placement of structural fill are not included. Costs to winterize the site (access roads, increased rock sections, soil amendments such as Concrete Treatment, etc.) are not included. This site is extremely weather sensitive. Mass excavation must be completed in August and early September. If the onsite material cannot be dried quick enough the Seller may be required to pay to winterize the site to allow construction to continue.

Demolition and/or disposal of fuel storage tanks and other hazardous materials are not included.

Cost to utilize and re-compact material placed in the recent fill shall be done in summertime conditions (June-Aug). If for some reason, at no fault of our own, the Maintenance Facility start date is delayed, this material may need to be hauled off and replaced with structural fill at the County's expense.

Engineered Fill

In general, we anticipate that soils from planned cuts and utility trench excavations will be suitable for use as engineered fill provided they are adequately moisture conditioned prior to compacting. Imported fill material should be reviewed by Geotechnical Engineer prior to being imported to the site. Oversize material greater than 6 inches in size should not be used within 3 feet of foundation footings, and material greater than 12 inches in diameter should not be used in engineered fill.

Engineered fill will be compacted in horizontal lifts not exceeding 12 inches using standard compaction equipment. Engineered fill shall be compacted to at least 95 percent of the maximum dry density determined by ASTM D698 (Standard Proctor) or equivalent. On-site soils may be wet or dry of optimum; therefore, we anticipate that moisture conditioning of native soil may be necessary prior to use as engineered fill.

Field density testing should generally conform to ASTM D2922 and D3017, or D1556. Engineered fill should be periodically observed and tested by the project geotechnical engineer. Typically, one density test is performed for at least every 2 vertical feet of fill placed or every 500 cubic yards, whichever requires more testing. Because testing is performed on an on-call basis, Seller shall hold the earthwork contractor contractually responsible for test scheduling and frequency.

Wet Weather Earthwork

The on-site soils are moisture sensitive and may be difficult to handle or traverse with construction equipment during periods of wet weather. Earthwork is typically most economical when performed under dry weather conditions. Earthwork performed during the wet-weather season may require expensive measures such as cement treatment or imported granular material to compact fill to the recommended engineering specifications. If earthwork is to be performed or fill is to be placed in wet weather or under wet conditions when soil moisture content is difficult to control, the following recommendations should be incorporated into the contract specifications.

Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation or the removal of unsuitable soils should be followed promptly by the placement and compaction of clean engineered fill. The size and type of construction equipment used may have to be limited to prevent soil disturbance. Under some circumstances, it may be necessary to excavate soils with a backhoe to minimize subgrade disturbance caused by equipment traffic; The ground surface within the construction area should be graded to promote run-off of surface water and to prevent the ponding of water;

Material used as engineered fill should consist of clean, granular soil containing less than 5 percent fines. The fines should be non-plastic. Alternatively, cement treatment of on-site soils may be performed to facilitate wet weather placement;

The ground surface within the construction area should be sealed by a smooth drum vibratory roller, or equivalent, and under no circumstances should be left uncompacted and exposed to moisture. Soils which become too wet for compaction should be removed and replaced with clean granular materials;

If cement or lime treatment is used to facilitate wet weather construction, GeoPacific should be contacted to provide additional recommendations and field monitoring.

Structural Foundations

Shallow, conventional isolated or continuous spread footings shall be used to support the proposed structure, provided they are founded on competent native soils, or compacted engineered fill placed directly upon the competent native soils. A maximum allowable bearing pressure of 2,000 pounds per square foot (psf) is assumed for designing the footings. Allowable bearing pressures may be increased by overexcavating beneath footings and placing crushed rock backfill in the overexcavation zone. An allowable bearing pressure of 3,000 psf for designing the footings where a minimum 12-inch thickness of crushed rock is placed below bottom of footing grade. Minimum footing widths should be determined by the project engineer/architect in accordance with applicable design codes.

Wind, earthquakes, and unbalanced earth loads will subject the proposed structure to lateral forces. Lateral forces on a structure will be resisted by a combination of sliding resistance of its base or footing on the underlying soil and passive earth pressure against the buried portions of the structure. For use in design, a coefficient of friction of 0.5 is assumed along the interface between the base of the footing and subgrade soils. Passive earth pressure for buried portions of structures may be calculated using an equivalent fluid weight of 390 pounds per cubic foot (pcf), assuming footings are cast against dense, natural soils or engineered fill. The recommended coefficient of friction and passive earth pressure values do not include a safety factor. The upper 12 inches of soil should be neglected in passive pressure computations unless it is protected by pavement or slabs on grade.

Footing excavations should be trimmed neat and the bottom of the excavation should be carefully prepared. Loose, wet or otherwise softened soil should be removed from the footing excavation. The special inspector shall observe

foundation excavations prior to placing crushed rock, reinforcing steel and formwork, to verify that an appropriate bearing stratum has been encountered and that soils are suitable to support the planned loads.

The above foundation recommendations are for dry weather conditions. Due to the high moisture sensitivity of engineered fill and native soils, construction during wet weather is likely to require over-excavation of footings and backfill with compacted, crushed aggregate. The need for, and depth of over-excavation, should be determined in the field by the special inspector based on soil and moisture conditions at the time.

DIVISION 32 EXTERIOR IMPROVEMENTS

The costs to mitigate wetlands or impacts on wetlands are excluded. Seller does not anticipate the need to mitigate wetlands on the Subject Property other than meeting the sensitive area conditions known and planned for at the NE corner of the site, accordingly no costs are allowed for in Purchase Price Breakdown either directly or by allowance and contingency other than what is delineated on the existing Schematic Plans and Purchase Price Breakdown.

Paving and Surfacing

Paving to include 0.2 FT. of 5/8" - base rock for leveling over the entire Paving area compacted to 95% ASTM D1557 with 0.3 FT. Asphalt Paving. Edge of paving to be approximately 12" from face of curb to allow for Extruded curbs.

Curbing shall be 6" high extruded concrete. Pavement striping at the parking areas shall be 4" wide paint (white).

Site Improvements

Approximate Fencing & Gate Automation is included as follows:

- Fencing, slatting and screening shall meet all City of Oregon City planning requirements.
- 962 LF of 6' Chain Link Site Perimeter Fence (or as allowed by code)
- 2-24'x6' Full Cantilever Slide Gates w/ Operators including drive over exit loops and card reader access pedestals. Access system shall be coordinating with County supplied building card access system.
- 713 LF of 6' Chain Link with 1-12'x6' Double Gates
- 83 LF of 20' Tall including 2-10'x10' Rolling Gates

- CHAIN-LINK FENCE

A. Steel Chain-Link Fence Fabric:

1. Mesh and Wire Size to be 3.76mm wire woven in 90mm x 140mm diamond mesh. Top and bottom to be knuckled finish.

2. Zinc-Coated Fabric: ASTM A 392, with zinc coating applied to steel wire mesh fabric after weaving with Type 1, Class D, or Aluminum-Coated (Aluminized) Fabric: ASTM A 491.
3. Wire fabric ties, wire ties, and hog rings may be zinc coated steel wire, aluminum coated steel, or aluminum alloy as elected, regardless of the type of wire fabric used
4. Tension Wire shall have a Class 2 coating.
5. Fabric Selvage twisted at top selvage and knuckled at bottom.

A. Industrial Fence Framing: Comply with the following:

1. Round Steel Pipe: Standard weight, Schedule 40, galvanized steel pipe complying with ASTM F 1083. Comply with ASTM F 1043, Material Design Group IA, external and internal coating Type A, consisting of not less than 1.8-oz./sq. ft. (0.55-kg/sq. m) zinc; and line, end, corner, and pull posts and top rail per requirements for light industrial fence.
2. Post Brace Rails: Match top rail for coating and strength and stiffness requirements. Provide brace rail with truss rod assembly for each gate, end, and pull post. Provide two brace rails extending in opposing directions, each with truss rod assembly , for each corner post and for pull posts. Provide rail ends and clamps for attaching rails to posts.
3. Top Rails: With swedged-end or fabricated for expansion-type coupling.
4. Intermediate Rails: Match top rail for coating and strength and stiffness requirements.
5. Bottom Rails: Match top rail for coating and strength and stiffness requirements.
6. Swing Gate Posts: Furnish posts to support single gate leaf, according to ASTM F 900, sized as follows for steel pipe posts: Steel Posts for Fabric Height of 6 Feet or Less and Gate Leaf Width. 2.875-inch OD pipe weighing at least 4.64 lb. per ft.

1. GATES

- A. All gates and operable openings in site fencing shall be installed consistence in design, look and feel as the main perimeter fencing. All exterior gates and operable openings shall meet City of Oregon City planning requirements for screening and fencing.
- B. Fabricate perimeter frames of gates from same material and finish as fence framework. Assemble gate frames by welding. Provide horizontal and vertical members to ensure proper gate operation and attachment of fabric, hardware, and accessories. Space frame members maximum of 8 feet apart unless otherwise indicated .
 1. Fabric: Same as for fence unless otherwise indicated. Secure fabric at vertical edges with tension bards and bands and to top and bottom of frame with tie wires.
 1. Bracing: Install diagonal cross-bracing consisting of 5/16 inch diameter adjustable length truss rods on gates to ensure frame rigidity without sag or twist.

Monument and building signage (and lighting) are not included. Monument and building signage shall be provided by Seller.

Flagpoles and flags are not included.

Landscaping and Irrigation

The construction of all landscape and landscape irrigation work is included on a design build basis. Landscaping shall be code minimum or as required to meet any additional plan review comments. Seller has anticipated providing general screening in front of most perimeter fencing excluding gates.

DIVISION 33 UTILITIES

Site Utilities: Water Distribution, Storm Drainage, Sanitary Sewer, Gas, Electrical

Water: Site domestic water piping from the water meter is included. Water meters will be set onsite by other forces. A tee, backflow device and check valve have are included for landscape irrigation.

The cost to supply and install onsite fire hydrants is included.

Storm: An on-site storm drainage system is included.

Sanitary: A complete site sanitary sewer system is included.

Natural Gas: Gas piping to be provided to the main building by local utility company. Additional site gas piping is excluded.

Dry Utilities: Underground conduits for telephone, data and cable from the main building to the property line is included. Off-site utilities, utility modifications and utility extensions are not included.

SCHEDULE OF SPECIAL INSPECTIONS AND TESTS (Certified Third Party Inspector)

- A. Earthwork Density. Provide test for each layer of fill and backfill placed in any 1 day, for pavement beds in cuts if any, and for any other earthwork construction which will support finished surfaces or structures.
- B. Testing and inspection of reinforcing for cast-in-place concrete.
- C. Testing and inspection of cast-in-place concrete.
- D. Testing and inspection of grout.
- E. Testing of mortar. As required by the Structural Engineer of Record.

- F. Testing and inspection of structural steel and welding of structural steel. As required by the Structural Engineer of Record.
- G. Testing and inspection of metal fabrications. As required by the Structural Engineer of Record.
- H. Inspection of Plywood Shear Walls and Horizontal Diaphragms. As required by the Structural Engineer of Record.
- I. Certified mill test reports.
- J. Pre-construction tests for masonry units.
- K. Preparation and delivery to laboratory of pre-construction masonry prisms for testing.

SELLER OR ARCHITECT INITIATED CHANGES

- A. Requests will include:
 - 1. Detailed description of change, including change location and products.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. When appropriate, projected time span for making change, and specific statement as to whether or not overtime work is authorized.
 - 4. When appropriate, specific time period during which requested price will be considered valid.
- B. Such request is for information only, and is not an instruction or authorization to execute the change or an order to stop work in progress.

CONTRACTOR INITIATED CHANGES

- A. Requests shall include:
 - 1. Description of proposed change.
 - 2. Statement of reason for making change.
 - 3. Statement of effect upon Agreement Sum and Agreement Time.
 - 1. Documentation supporting any change to Agreement Sum and/or ContractTime.

DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support quotation for each unit price proposal, which has not been previously established, and each lump sum proposal with sufficient substantiating data to allow Architect to evaluate quotation.
- B. When requested by Architect, submit the following cost and time data:
 - 1. Labor required.
 - 2. Equipment required.
 - 3. Products required.
 - a. Quantity required.
 - b. Purchase source.
 - c. Unit cost.
 - d. Taxes, Insurance, and bonds.
 - e. Credit for deleted work, similarly documented.

- f. Overhead and profit.
 - g. Justification for any change in Agreement Time.
- C. Support each claim for additional cost, and for work done on time-and-material/force account basis with documentation as required for lump-sum proposal, plus the following information.
 - 1. Name of Seller's authorized agent who ordered work, and date of order.
 - 2. Dates and times of work performed, and by whom.
 - 3. Time records, including summary of hours worked, and hourly rates paid.
 - 4. Receipts and invoices for the following:
 - 5. Equipment used, including dates and time of use.
 - 6. Products used, including quantities.
 - 7. Subcontracts.
- D. Document requests for products substitutions as specified in Section 01630.

PREPARATION OF CHANGES TO THE PURCHASE PRICE BY AMENDMENT (CHANGE ORDER)

- A. Seller will prepare each Change Order.
- B. Change Order requests will describe work with attachments of any revised Agreement Documents, which define work to be changed.
- C. Change Order by Amendment will adjust Agreement Purchase Price and/or the date of Closing.

LUMP SUM PURCHASE PRICE CHANGE ORDER REQUESTS

- A. Change Order contents will be based on, either:
 - 1. County's request and Seller's responsive proposal.
 - 2. Seller's request, and as mutually agreed between Seller and County.
- B. Seller and County will sign and date Change Orders as authorization for Seller to proceed with changes that impact the Purchase Price.

UNIT PRICE CHANGE ORDER REQUESTS

- C. Change Order contents will be based on either:
 - 1. County's definition of required changes.
 - 2. Seller's recommendation.
 - 3. Survey of completed work.
- D. Unit Price amounts shall be either:
 - 1. Those stated in Agreement, if any.
 - 2. Those mutually agreed upon between Seller and County.
- E. When quantities of items affected by Change Order can be determined prior to start of work:
 - 1. Seller and County will sign and date Change Order as authorization for Seller to proceed with changes.

- F. When quantities of items affected by Change Order cannot be determined prior to start of work:
 - 1. County or Seller will issue a written authorization directing Seller to proceed with change on basis of unit prices, and will cite applicable unit prices.
 - 2. At change completion, Seller will determine work cost based upon agreed unit prices and quantities used.
 - 3. Seller shall submit documentation to establish quantities of units of each item and any claim for change in Purchase Price and Agreement Time.
- G. Seller and County will sign and date Change Order to indicate their agreement with specified terms.

TIME AND MATERIAL AND FORCE ACCOUNT CHANGE ORDERS

- A. Seller will issue Construction Change Authorization directing Contractor to proceed with changes.
- B. At Change completion, Contractor shall submit itemized accounting of change with supporting data as specified above in "Documentation of Proposals and Claims".
- C. Seller will determine allowable cost of such work, as provided in Agreement Conditions.
- D. Seller will sign and date change Order to establish change in Agreement Sum and/or Agreement Time.
- E. Seller and County will sign and date Change Order to indicate their agreement with specified terms.

SATISFACTION OF AGREEMENT CONDITIONS PRIOR TO CLOSING

AGREEMENT CONDITIONS

- A. Comply with Agreement requirements.

FINAL INSPECTION

- A. When Seller considers work substantially complete, he shall submit written certification that:
 - a. Agreement documents have been reviewed.
 - b. Seller has inspected work for compliance with the Agreement.
 - c. Work has been completed in accordance with Agreement.
 - d. Equipment and systems have been tested in presence of County's Representative and are operational.
 - e. Work is complete and ready for final inspection.
 - f. County will inspect work to verify completion status as soon as possible after receipt of Seller's Certification.
- B. Should County consider work incomplete or defective:
 - a. County will promptly notify Seller in writing, listing incomplete or defective work.
 - b. Seller shall immediately remedy deficiencies, and send second written certification to County that work is complete.
 - c. County will rein inspect work.

- C. When Architect finds work acceptable under Agreement Documents, he will request Contractor to make closeout submittals.

REINSPECTION FEES

- A. County will make 1 Substantial Completion inspection to determine any work deficiencies and 1 final completion inspection to ascertain that deficiencies have been satisfactorily corrected.
- B. Should County be required to make more than 2 inspections due to Seller's failure to correct specified deficiencies:
1. Seller will compensate County for such additional services.
 2. Seller will deduct from the Purchase Price as follows:
 - a. County's time at \$65.00 per hour.
 - b. Charges will be made for necessary travel time, auto expense computed at 35 cents per mile, room and board, and all other expenses incurred in making inspections.

EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Seller shall submit the following:
1. Affidavit of payment of debts and claims.
 2. Affidavit of release of liens, including the following:
 - a. Seller's and Seller's contractor(s) release or waiver of liens.
 - b. Separate releases or waivers of lien for subcontractors, suppliers, and others with lien rights against the Subject Property, together with list of those parties.
- B. Duly sign and execute all submittals, before delivery to County.

FINAL ADJUSTMENT PURCHASE PRICE ADJUSTMENT

- A. Seller shall Submit final statement of accounting to County, including the following:
1. Original Agreement Sum.
 2. Additions and deductions resulting from:
 - a. Purchase Price Change by Agreement Amendment.
 - b. Allowance adjustments.
 - c. Deductions for uncompleted work.
 - d. Deductions for reinspection payments.
 3. Total Purchase Price, as adjusted.
 4. Previous payments.

5. Sum remaining due.

B. Seller will prepare and issue a final amendment to Agreement, reflecting approved adjustments to the new sum for execution by Seller and County prior to closing.

Supplemental Information



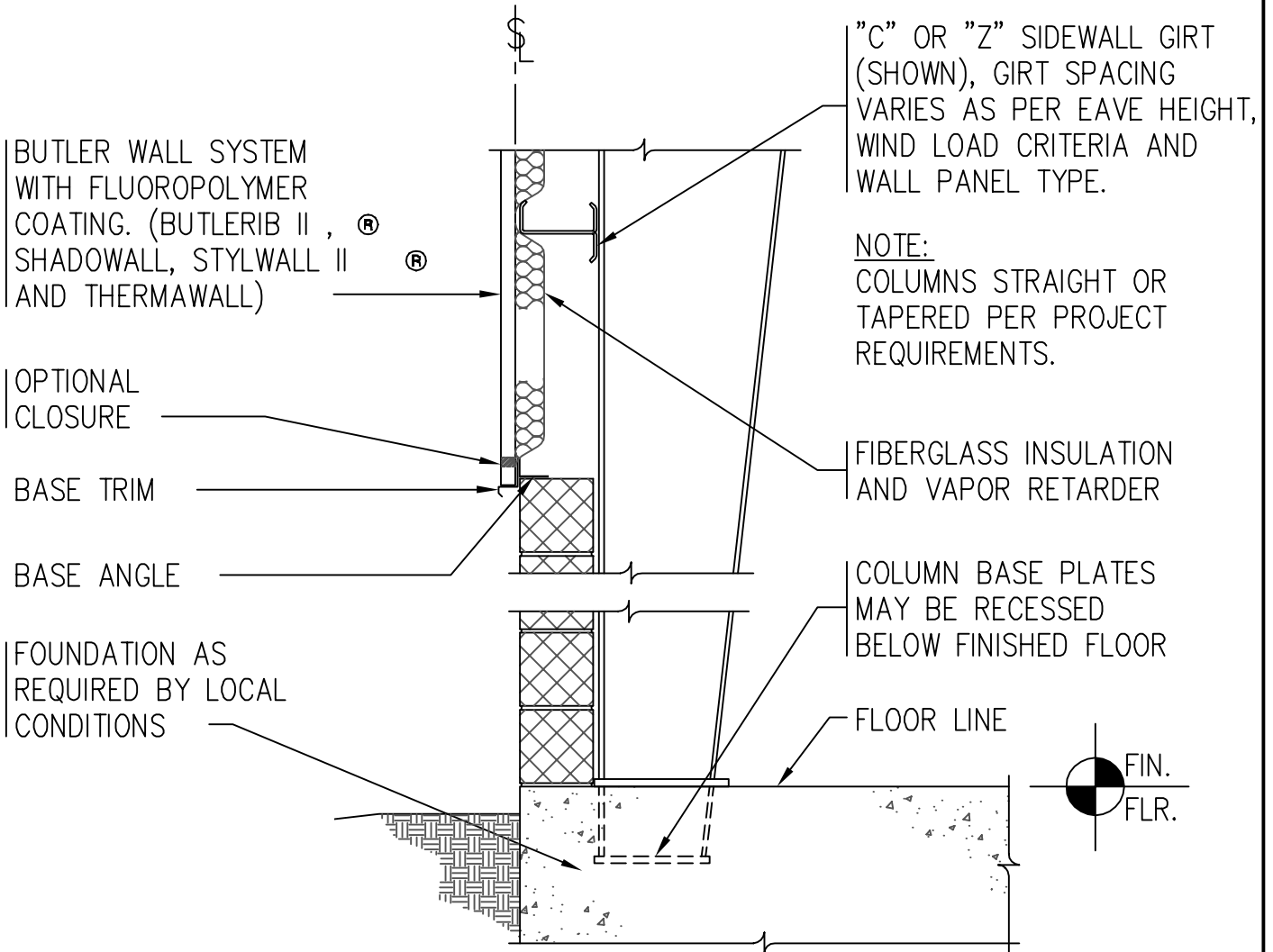
Division 5 - Typical Roof and Metal Wall Sections

Covered Parking/Fuel Station, Storage Areas, Vehicle Wash Building (as applicable on the Schematic Plans).



Division 5 - Typical Roof and Metal Wall Sections

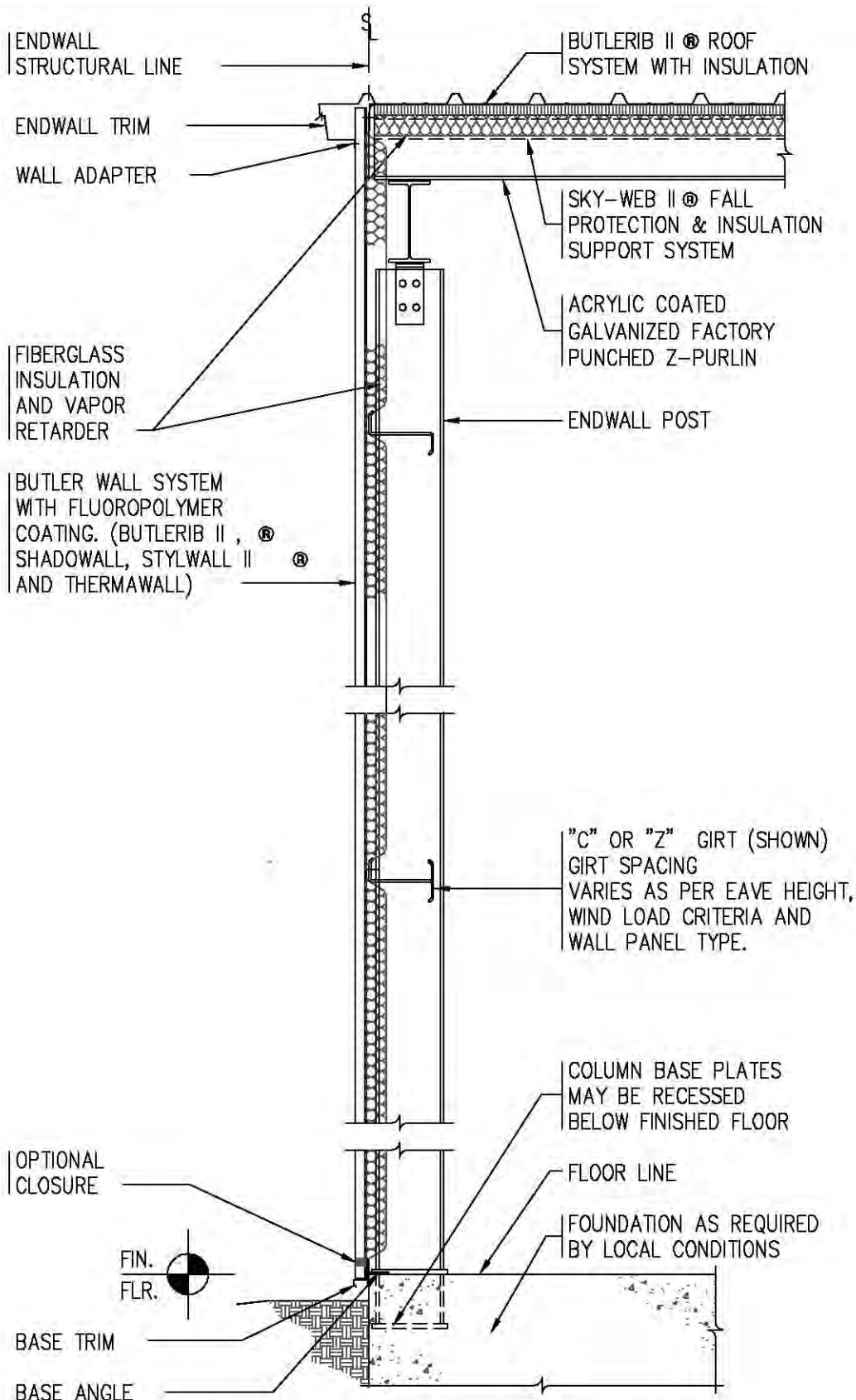
Covered Parking/Fuel Station, Storage Areas, Vehicle Wash Building (as applicable on the Schematic Plans).



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

SECTION : Sidewall	WALL : CMU	ROOF :	STRUCTURAL : Widespan
			BD 118
SIDEWALL PARTIAL HEIGHT MASONRY WALL INSET AT STRUCTURAL LINE WITH METAL WALL ABOVE			

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

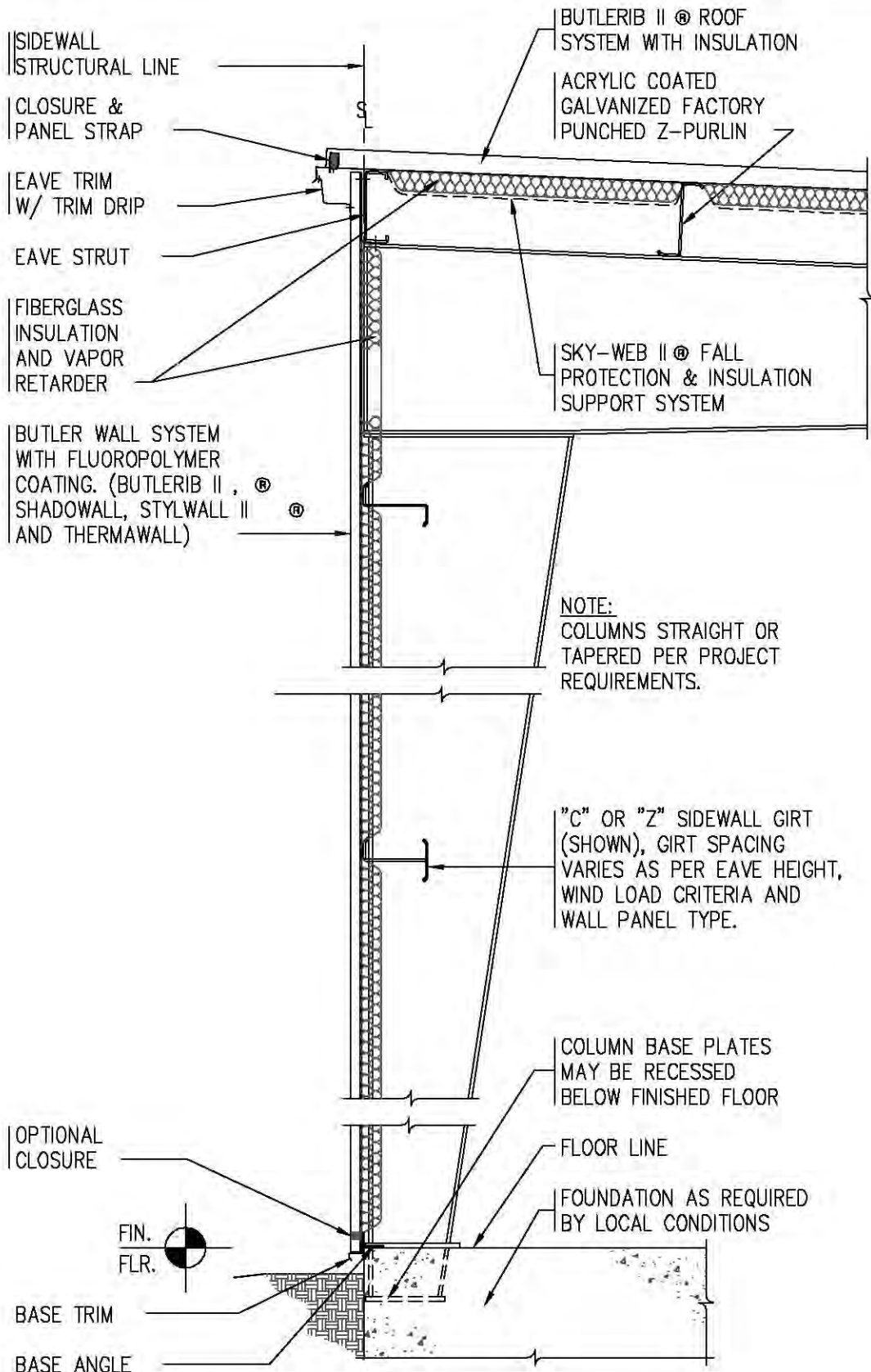
SECTION : Endwall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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BUTLER
 A Nucor Steel Company

ENDWALL WITH GABLE TRIM AND FULL HEIGHT METAL WALL

BD 128

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder or Butler Manufacturing Company for the latest information.



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

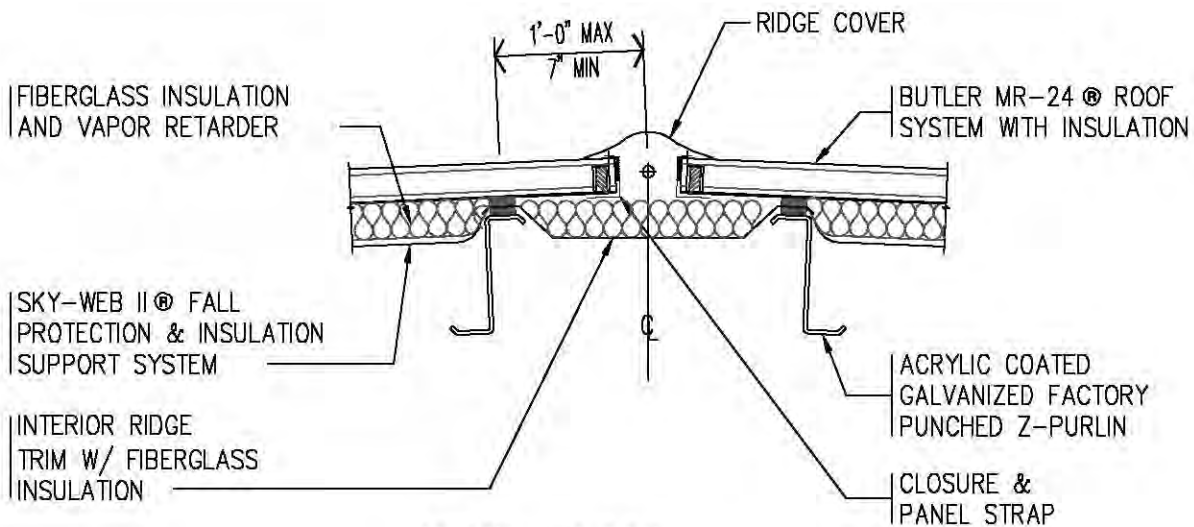
SECTION : High Sidewall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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BUTLER
 A Nucor Steel Company

**HIGH SIDEWALL – METAL SIDING
 WITH COLUMN AT STRUCTURAL LINE**

BD 184

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.

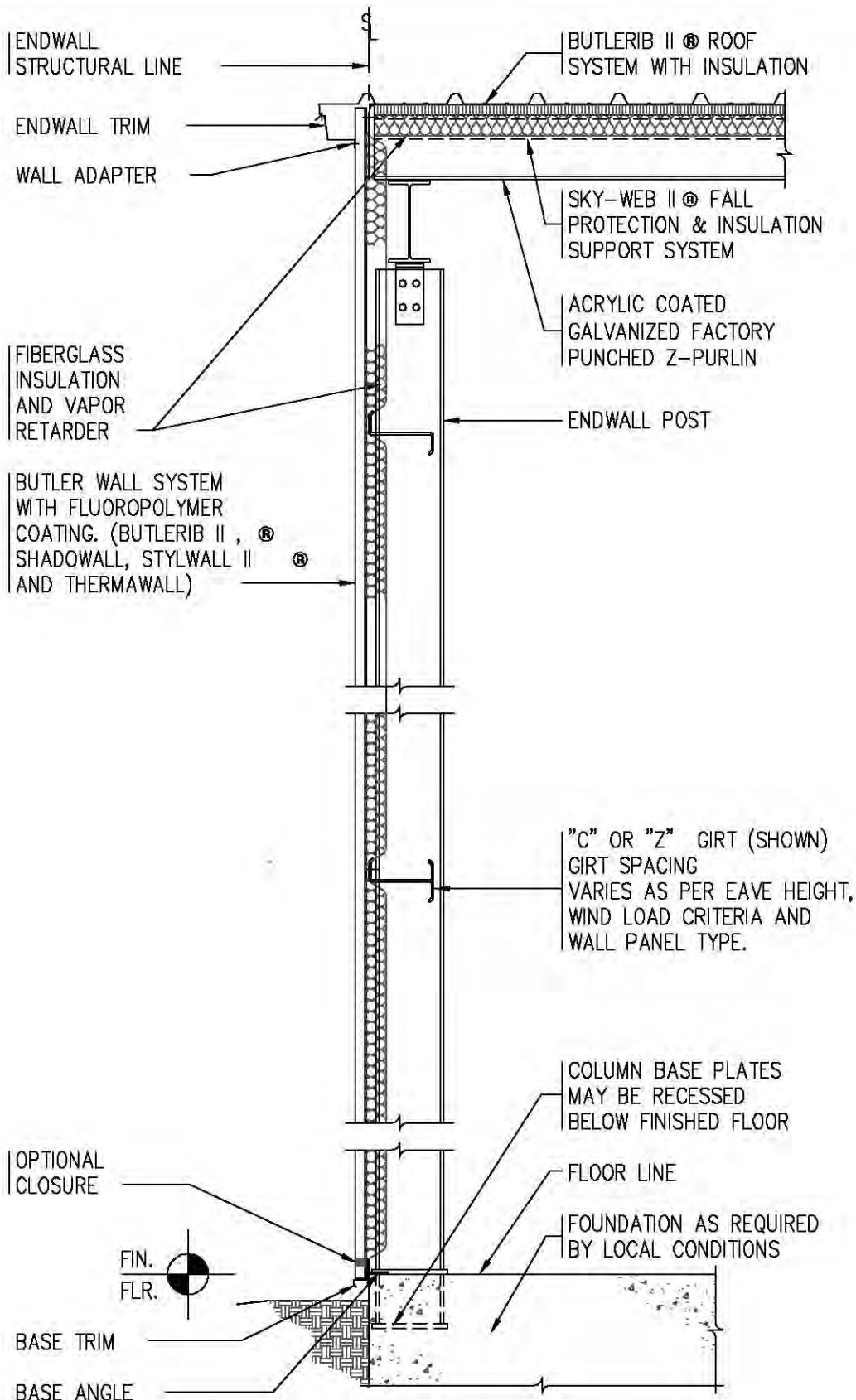


RIDGE DETAIL

APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 3/4" = 1'-0"

SECTION : Ridge	WALL :	ROOF : MR-24	STRUCTURAL : Widespan
BUTLER A Nucor Steel Company			RIDGE DETAIL
			BD210

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder or Butler Manufacturing Company for the latest information.

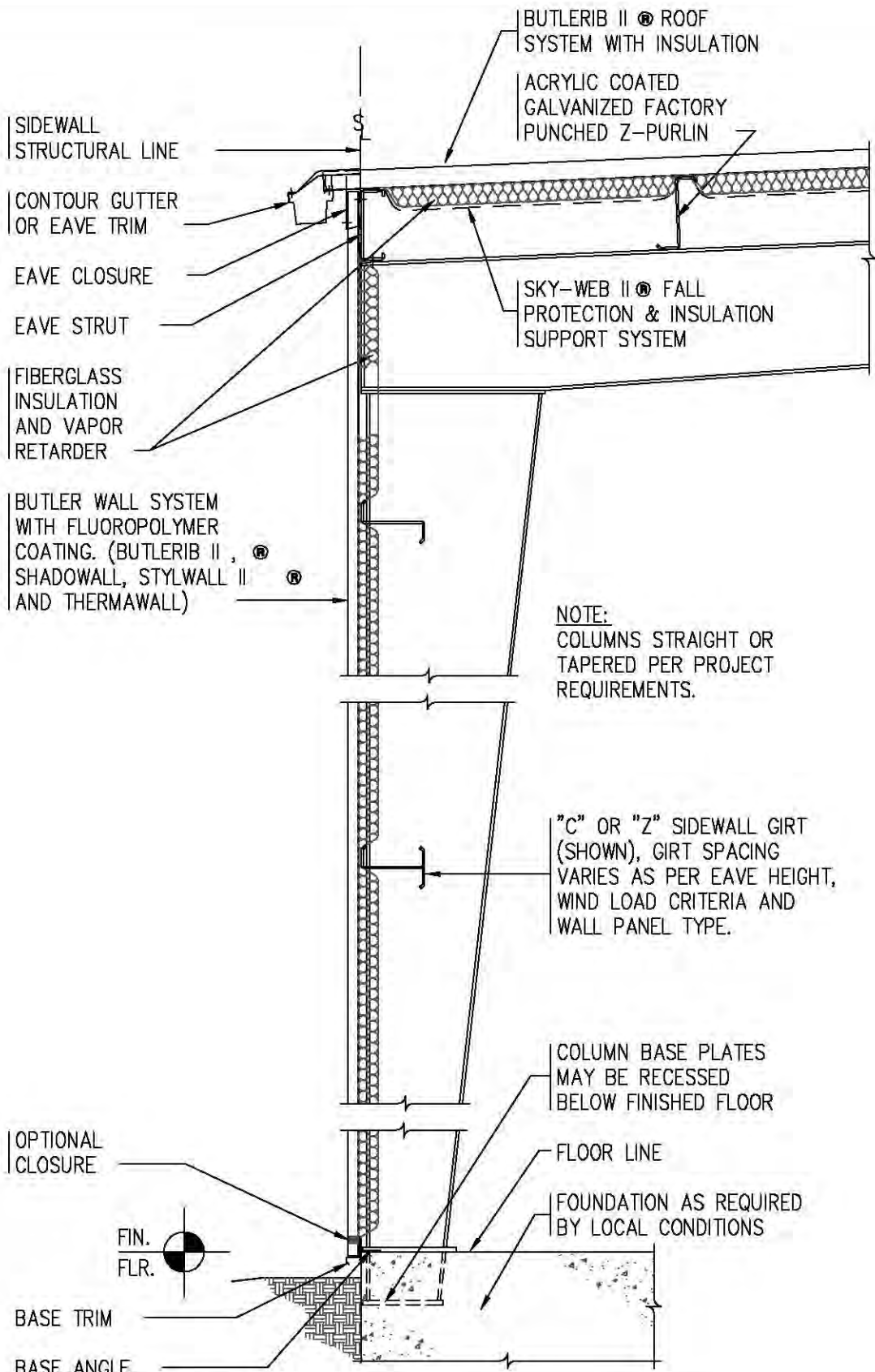


XX SECTION
XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

SECTION : Endwall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
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BUTLER <small>A Nucor Steel Company</small>	ENDWALL WITH GABLE TRIM AND FULL HEIGHT METAL WALL	BD 128
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These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.



XX SECTION
 XX APPLICABLE TO ALL WIDESPAN FRAMES
 SCALE: 1/2" = 1'-0"

SECTION : Sidewall	WALL : Metal	ROOF : BUTLERIB II	STRUCTURAL : Widespan
--------------------	--------------	--------------------	-----------------------



**SIDEWALL METAL SIDING
 WITH COLUMN AT STRUCTURAL LINE**

BD 101

These details are for project planning and are not intended for construction. Butler Building products are constantly being improved; therefore, the information contained herein is subject to change without notice. Please contact your nearest Butler Builder® or Butler Manufacturing Company for the latest information.

Wilsonart
LAMINATE





D91K-22 SLATE GREY



5001K-07 PEARL SEQUOIA

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STONE LOOKS	SOLID COLORS	METALLICS	RESIDENTIAL COLLECTION
<hr/> 18	<hr/> 19		
WILSONART® HD® LAMINATE	LAMINATE SURFACE TEXTURES		

OUR SUSTAINABILITY JOURNEY

For more than 60 years, being a responsible member of the global community has been woven into all aspects of our company culture. **Our commitment** is to provide high quality products, reliable services, secure jobs, and community support.

Zero Waste



No unnecessary materials or processes

Zero Impact



Environmentally responsible materials

Zero Barriers



Individual growth and engagement

OUR ENVIRONMENT

- ✓ Continuous product/process improvement
- ✓ Thousands of SKUs of FSC® Mix Credit Certified HPL
- ✓ Minimal impact on environment
- ✓ First North American laminate manufacturer to achieve Forest Stewardship Council® Chain of Custody Certification

PROCESSES

We strive to ensure our manufacturing and distribution processes leave minimal impact on the environment. Our sustainability programs include energy management, waste management, eco-friendly product transportation, and raw materials partnerships with suppliers who are equally committed to sustainable business practices. Visit wilsonart.com/sustainability to learn more.

PRODUCTS

Wilsonart continually innovates the laminate surface, seeking to improve sustainability without sacrificing performance. 30% of fiber used to make Wilsonart® Laminate comes from recycled sources. The recycled content in Wilsonart Laminate is certified by SCS Global Services. Our laminates are also UL GREENGUARD Gold Certified for low chemical emissions, which can assist you in earning LEED® certification. All standard Wilsonart Laminates are available on request as FSC® Mix Credit, SCS-COC-002415. Wilsonart is proud to be the first adhesive manufacturer to have its low-emitting PVA and woodworking adhesives recognized by UL's GREENGUARD Certification Program for indoor air quality. wilsonart.com/laminate-certificates.



WILSONART® LAMINATE.
WHEN PERFORMANCE MATTERS
AS MUCH AS DESIGN.

As a world-leading producer of decorative engineered surfacing products, Wilsonart delivers a wide range of innovative laminate solutions and services. With products designed to expand your inspirational horizons, Wilsonart® Laminate meets your special needs and exceeds the expectations of your most demanding clients.

1889K-07 RIBBON MARBLE

SPECIALTY & PERFORMANCE LAMINATES

Wilsonart makes a laminate surface for every need. Made to endure everything from chemical spills to fire damage, Wilsonart® Specialty and Performance Laminates are uniquely suited to handle the challenges of one-of-a-kind interiors. Visit wilsonart.com/specialty-laminate to learn more about our hard-working design options.

All Wilsonart® Laminates are suitable for use in commercial and residential settings.

WILSONART® is a trademark of Wilsonart LLC registered in the United States and other countries. HIGH DEFINITION, HD, and AEON are also trademarks of Wilsonart LLC.

8215K-12 ANTIQUE BOURBON PINE



CHEMSURF® CHEMICAL-RESISTANCE

Specifically designed for environments where chemicals and harsh cleaners are used, Wilsonart® Chemsurf® provides exceptional chemical resistance without sacrificing design or style.



FIRE-RATED

This long-lasting, beautiful laminate meets or exceeds the fire codes across the country and comes in a wide range of patterns and colors.



HIGH WEAR

Low-cost and built to take the extra wear that comes with high traffic commercial projects, Wilsonart® High Wear Laminate boasts more than five times the industry standard for abrasion resistance.



WILSONART X YOU

Customize any surface with Wilsonart X You. Bring us your designs, and we'll create a laminate that is uniquely yours. Visit wilsonart.com/wilsonartxyou.



VIRTUAL DESIGN LIBRARY

Reach beyond the wallboard with Wilsonart's expanded design library. From photo realistic imagery to abstract and artistic graphics, Wilsonart offers a wide range of patterns to fit your needs. Learn more at wilsonart.com/vdl.



RE-COVER™

RE-COVER™ combines vertical grade laminate and adhesive to create an alternative time – and money – saving option to standard laminate installation and fabrication.



COMPACT

Available in thicknesses from 1/10" to 1", Wilsonart® Compact Laminate is a durable solution for high-impact surfaces such as lockers and cabinets, elevator cabs, and toilet partitions.



CHALKBOARD

Wilsonart® Chalkboard is the perfect solution for any space or application that demands a durable and affordable writing surface, and unlike other chalkboard surfaces, it requires no special maintenance.



MARKERBOARD

The ideal laminate writing surface for classrooms, business and administrative offices, message centers, athletic facilities, or as a menu board.



COORDINATED SURFACES

The best-matched HPL, TFL Panel and Edgeband solution in surface design and texture. Visit wilsonart.com/cs.



SOLICOR™ & SOLICOR™ COMPACT

Wilsonart® Solicor™ is a specialty laminate created with a solid color core – eliminating the troublesome “brown line” of traditional laminates. A new range of our popular neutral colorthrough designs are also available in thick Solicor™ Compact laminate.



TRACELESS™

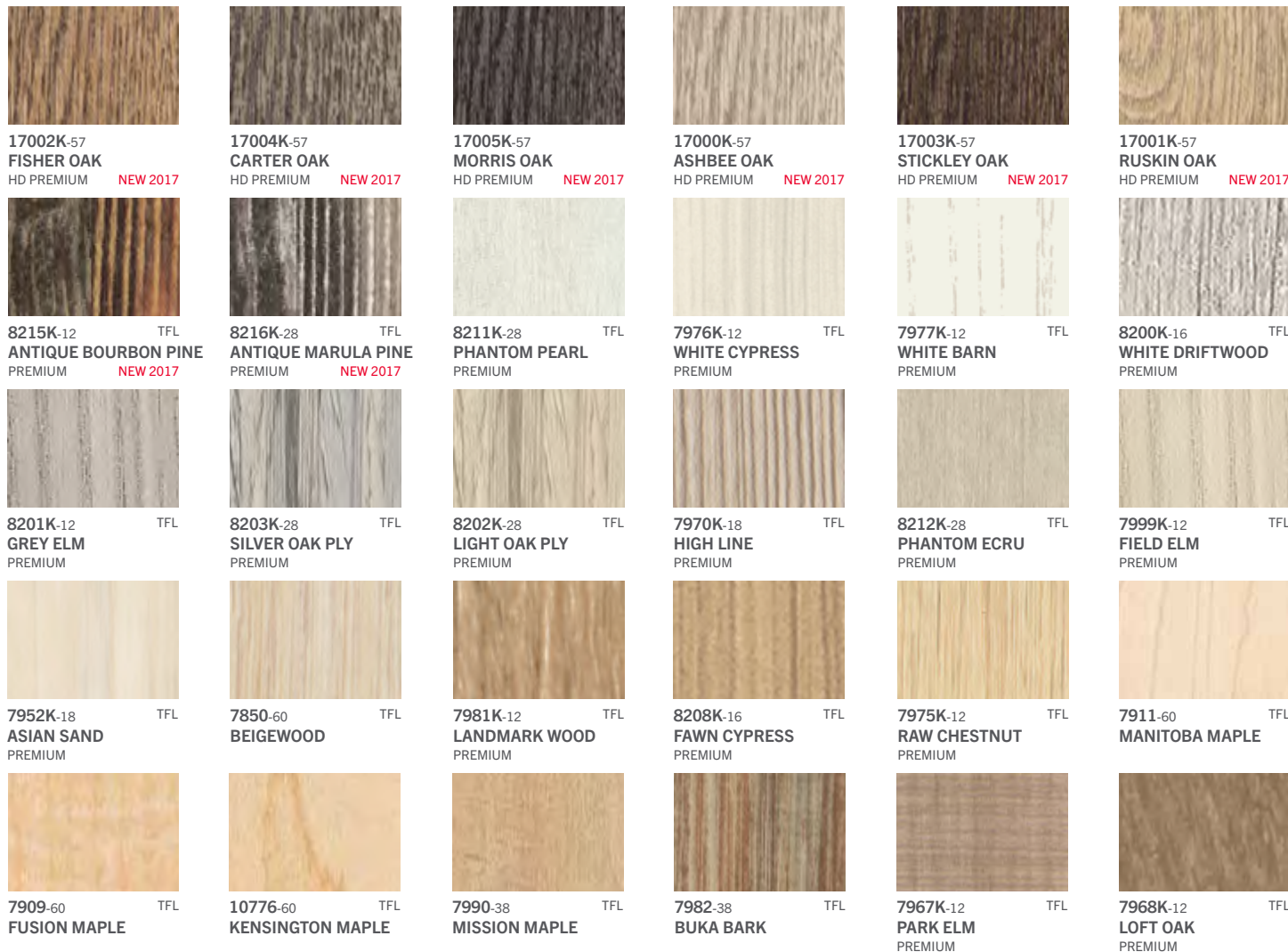
Wilsonart® Traceless™ Laminate is a high-tech, fingerprint-resistant surface that refuses smears, smudges and streaks. Accompanied by a velvety texture, your senses will swoon over this soft-to-the-touch, super matte finish.



WOODGRAINS

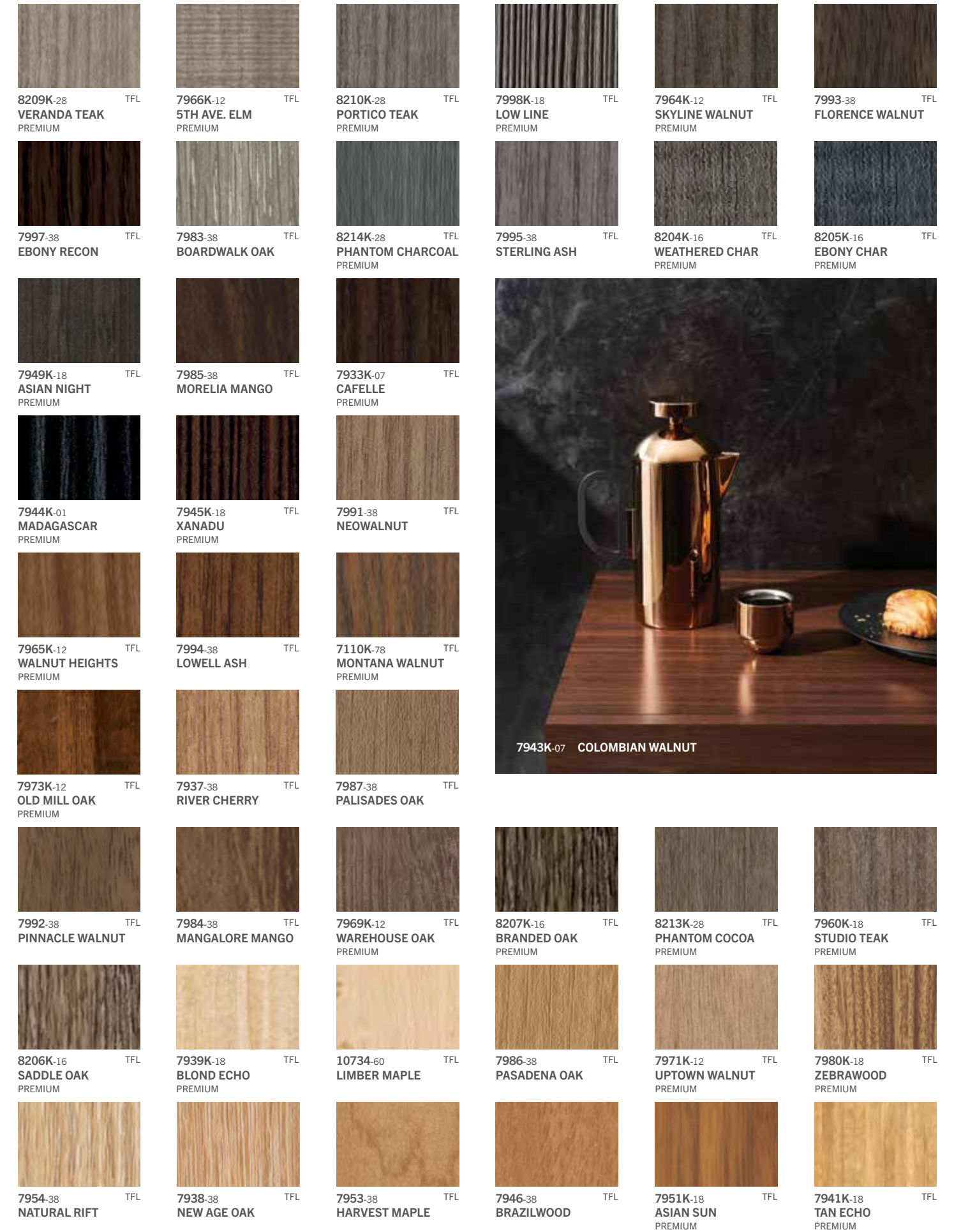
17004K-57 CARTER OAK

WOODGRAINS



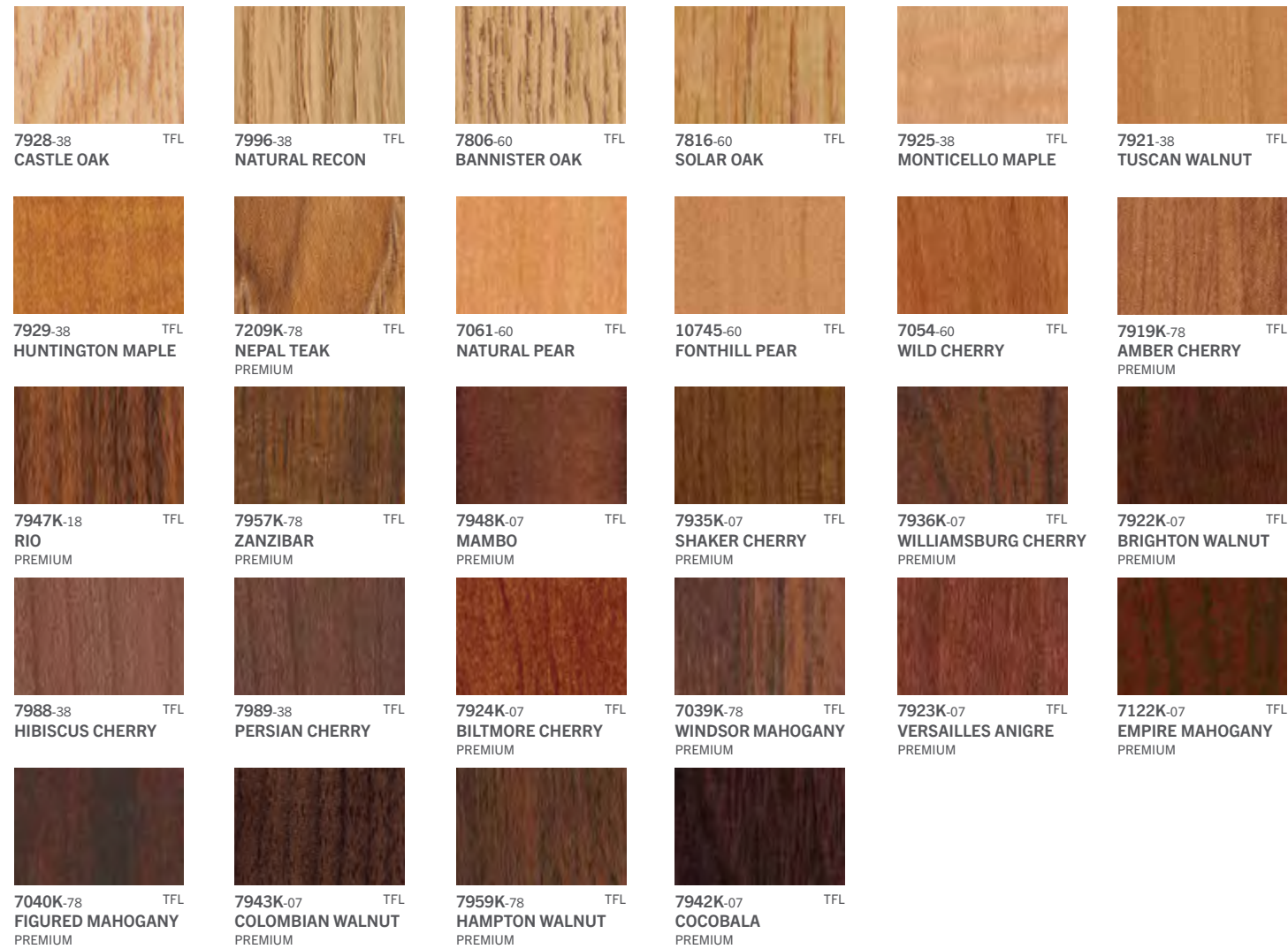
ALIGNED TEXTURE

Aligned Texture is the latest innovation from Wilsonart, using synchronized texture and visual pattern for designs with striking clarity and richness. The first dynamic collection of six woodgrain colorways features the Aligned Oak texture (-57) – where authentic realism is brought to the surface as each elegantly aged oak design exhibits the natural dimension and feel of real wood.

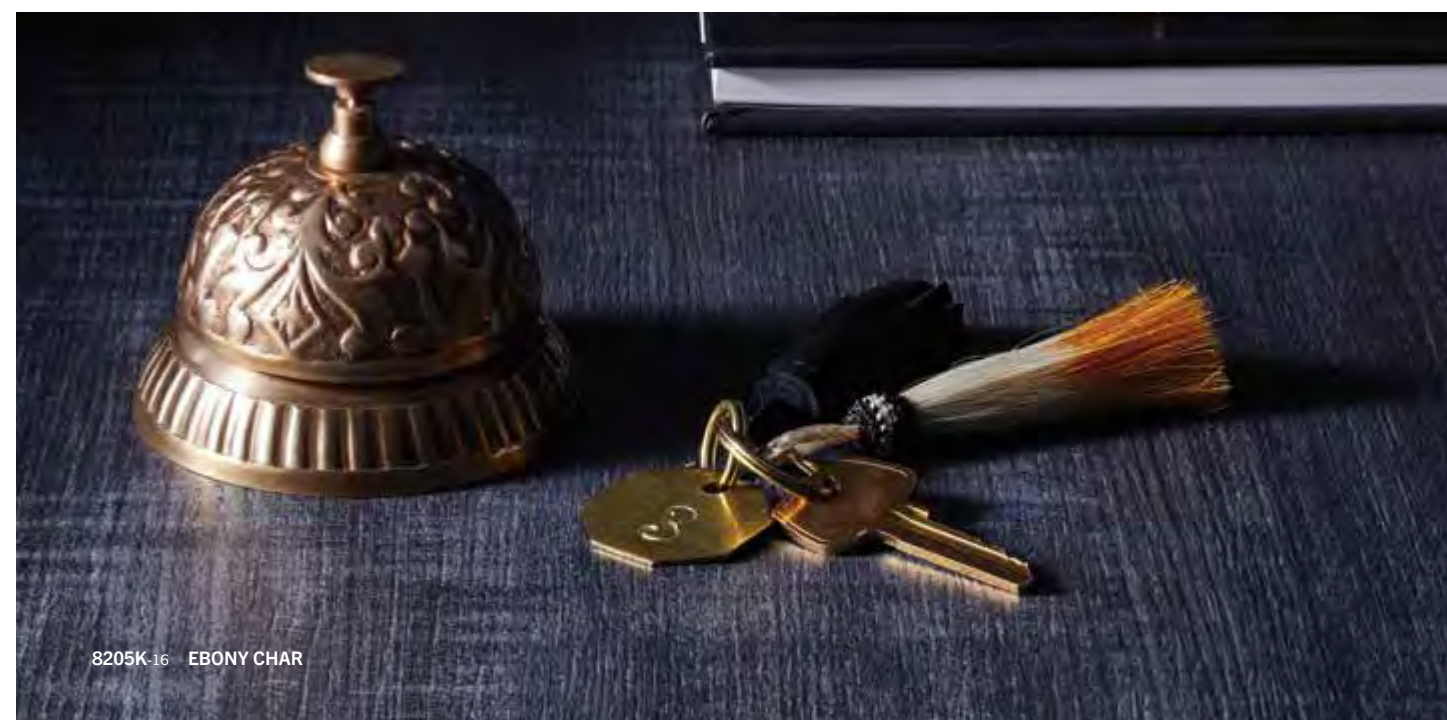


7943K-07 COLOMBIAN WALNUT

WOODGRAINS



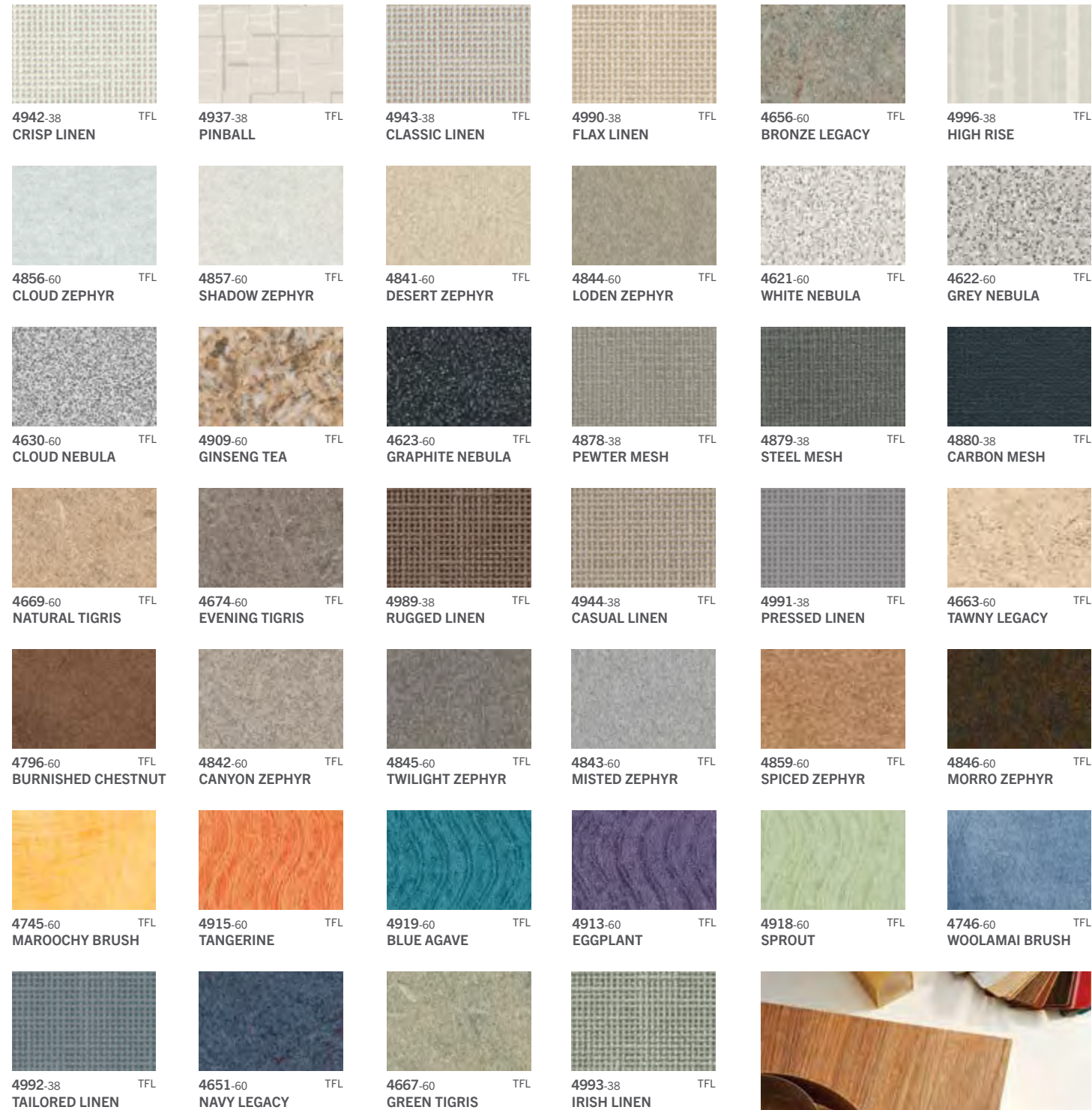
ABSTRACTS



PERFORMANCE PLUS

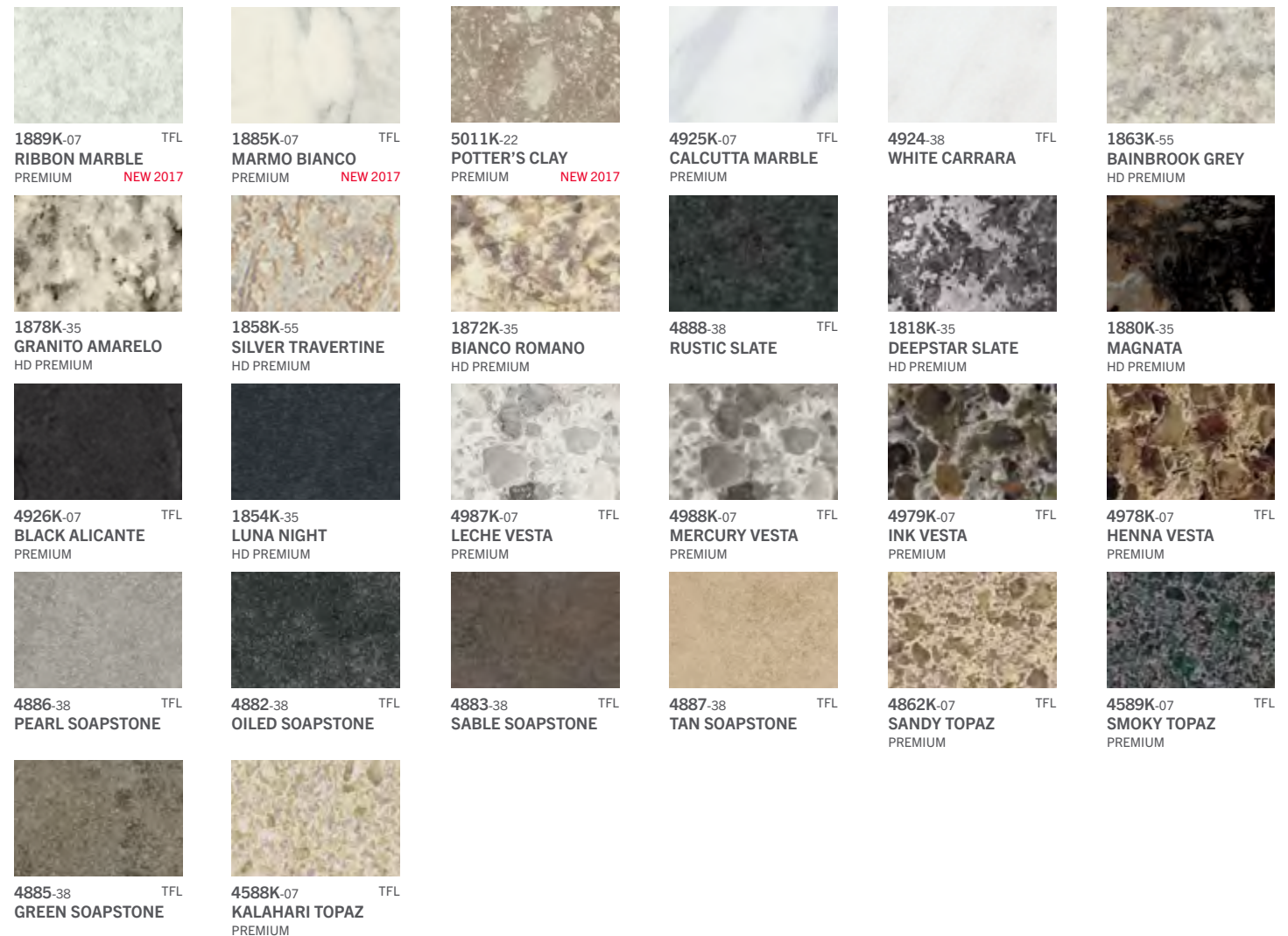
Design with confidence when using AEON™ Scratch and Scuff Resistant Performance Technology. Featured on Wilsonart® HD® and Premium designs, AEON outperforms competitive laminates with similar finishes on wear resistance, as well as scratch, scuff and mar resistance.

ABSTRACTS



TFL & EDGE BAND

Harmonized design is the hallmark of the Wilsonart® Coordinated Surfaces program, which includes Wilsonart® HPL, TFL, Edgeband, Doors & Moldings. For more information: wilsonart.com/cs.



INNOVATIVE SOLUTIONS

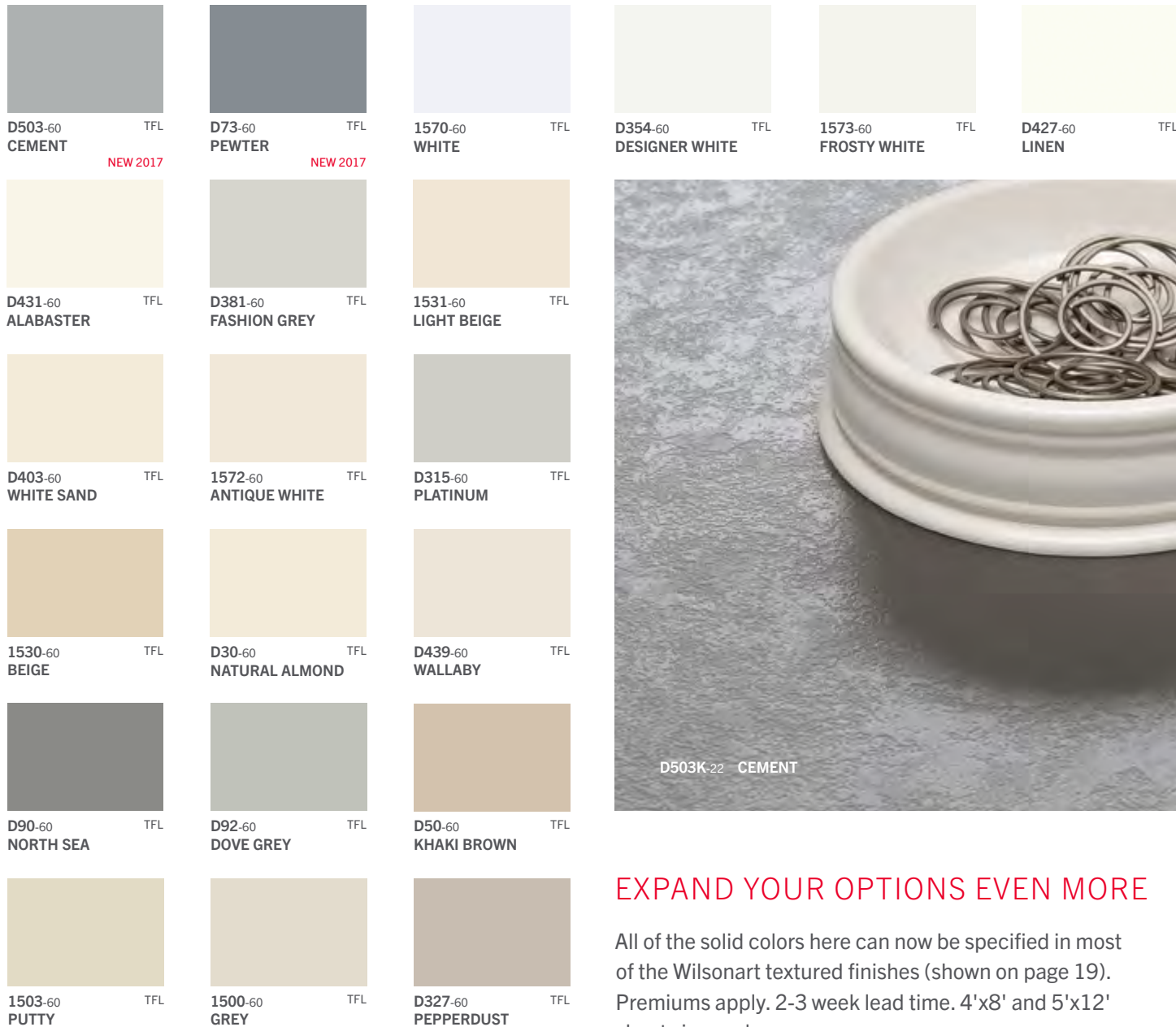
Improve your surfaces with Antimicrobial Protection featured on Wilsonart® HD® designs, found here and on page 18. Antimicrobial Protection is built directly into the laminate to protect the surface against damaging microbes such as mold and mildew that cause odors.



D354K-28 DESIGNER WHITE

SOLID COLORS

SOLID COLORS



D503K-22 CEMENT

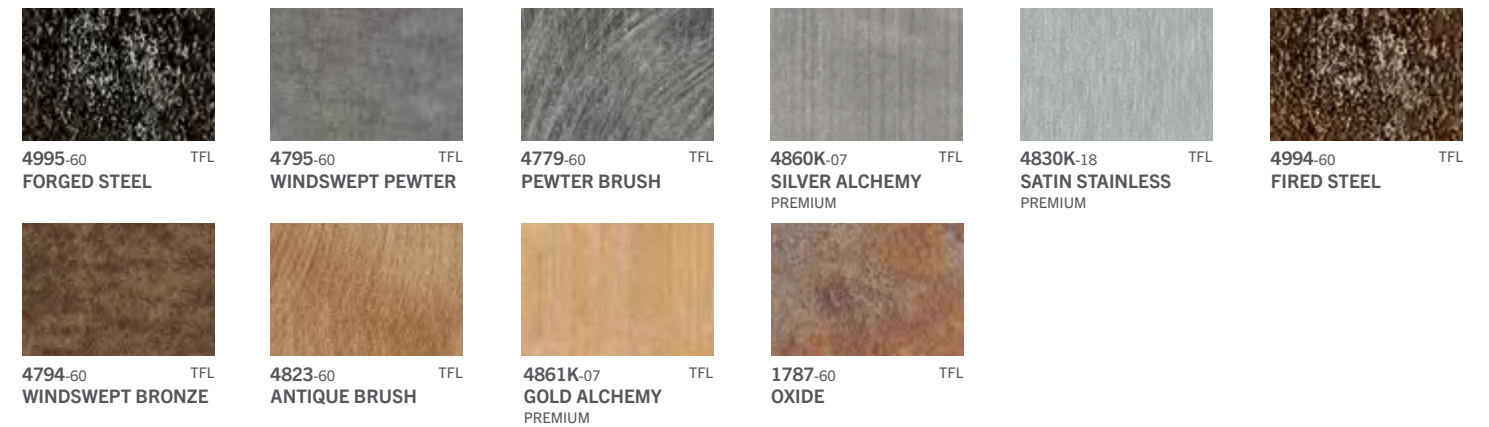
EXPAND YOUR OPTIONS EVEN MORE

All of the solid colors here can now be specified in most of the Wilsonart textured finishes (shown on page 19). Premiums apply. 2-3 week lead time. 4'x8' and 5'x12' sheet sizes only.



1787-60 OXIDE

METALLICS

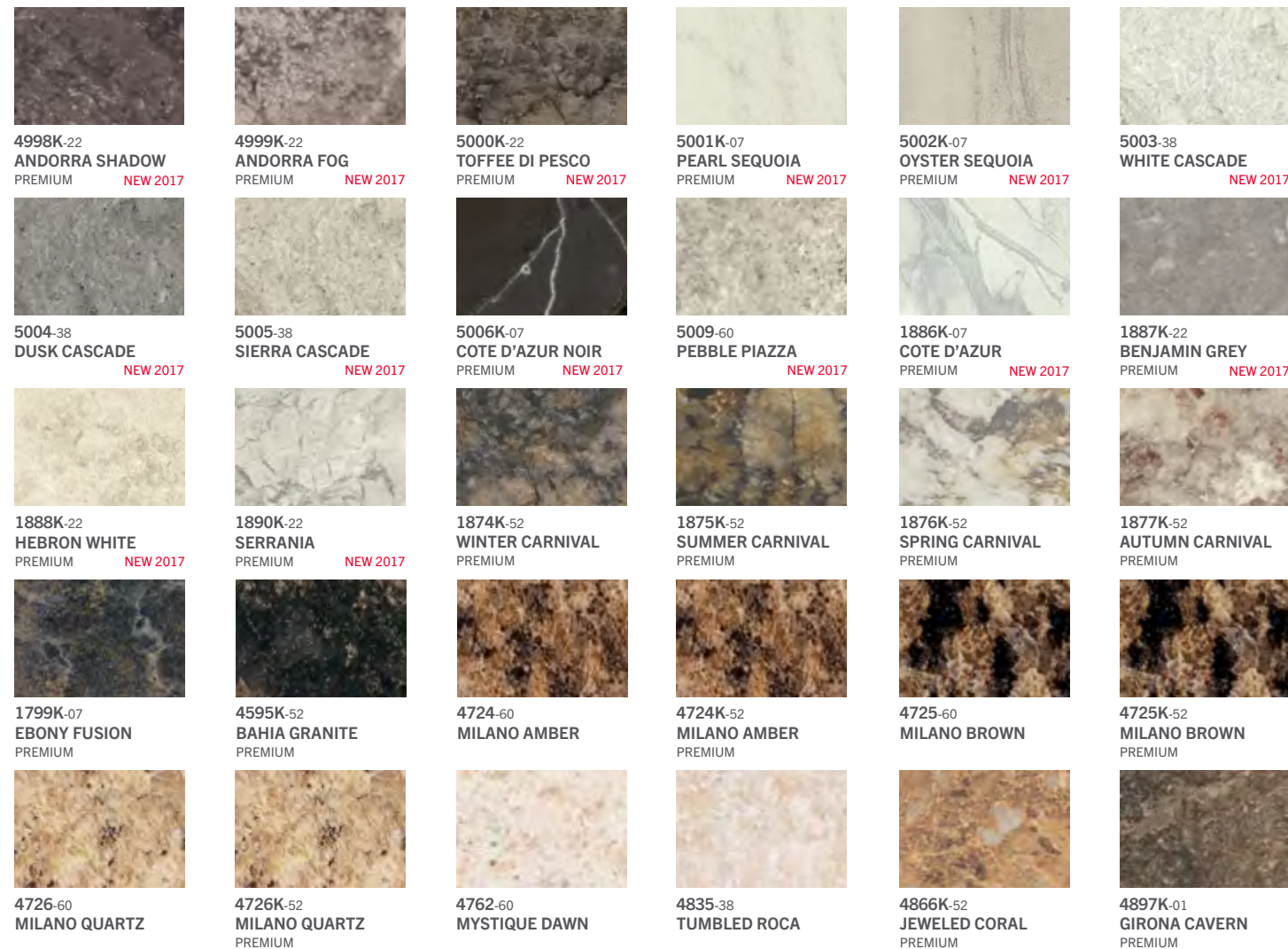




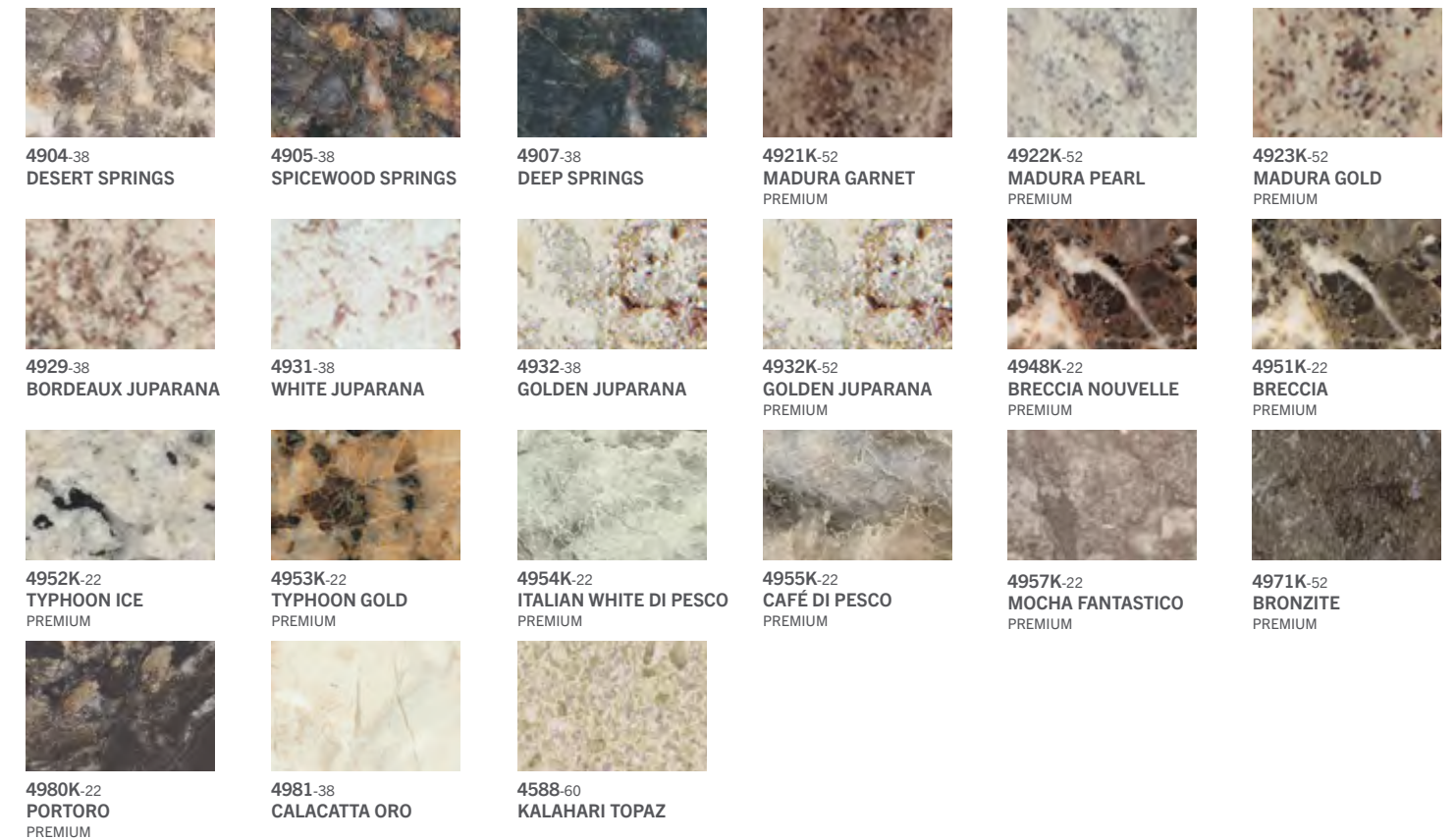
4998K-22 ANDORRA SHADOW

RESIDENTIAL COLLECTION

Wilsonart offers a flattering collection of décors sure to suit any style. From rich or cool neutrals to bold or subtle patterns, the creative possibilities in this collection are limitless. These exceptional designs are only made better by enjoying the same performance standards found in our commercial line.



RESIDENTIAL COLLECTION



DECORATIVE EDGES

Wilsonart® Decorative Edges for laminates forever eliminates the dreaded brown seam line. Choose from two unique, architectural options to add the perfect finishing touch to tables, desks and reception counters. Available in all Wilsonart® designs.



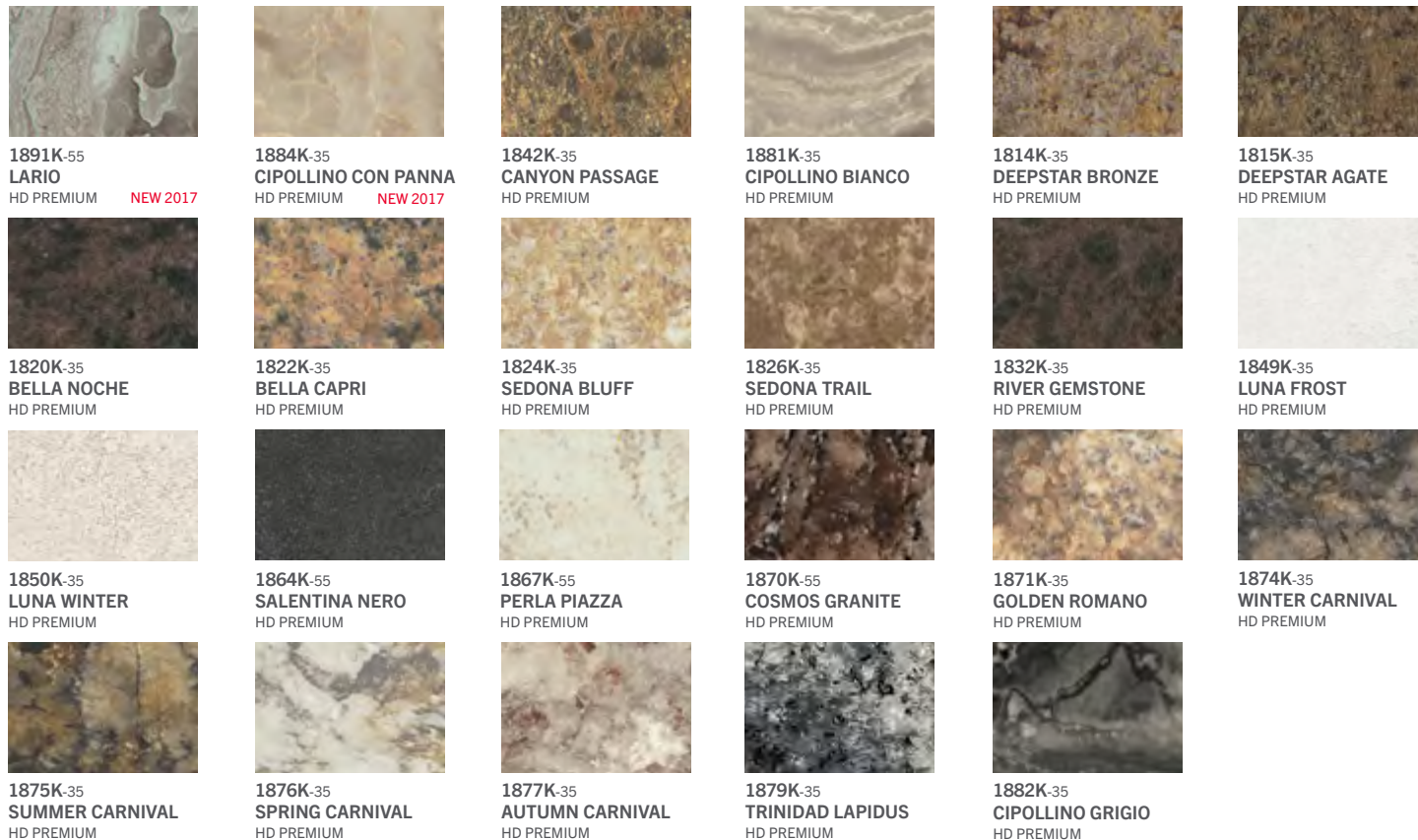
5005-38 SIERRA CASCADE



WILSONART® HD® LAMINATE

1891K-55 LARIO

A fusion of beauty and state-of-the-art technology, Wilsonart® HD® Laminate is the hardest wearing Wilsonart® Laminate yet designed. Wilsonart HD Laminate with Antimicrobial Protection and AEON™ Enhanced Scratch & Scuff Resistant Technology is intended for residential applications and many commercial applications including countertops, work surfaces, checkout counters, and tabletops.




Not all designs are shown at 100% scale. Colors shown are printed reproductions. For maximum fidelity, please request product samples. Optional finishes may be available by special order. Call your distributor for details.

LAMINATE SURFACE TEXTURES




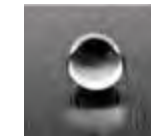
#01 HIGH GLOSS - PREMIUM

 A mirror sheen finish, which gives a smooth, brilliant appearance. Recommended for horizontal applications such as countertops and light-to-medium commercial applications. Excellent for vertical application.




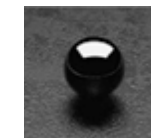
#12 SOFTGRAIN - PREMIUM

 A dense, woodgrain structure that is low gloss and soft to the touch. Subtle highlights of reflectivity randomly occur within the embossed grains, creating a sophisticated raw wood look. Recommended for horizontal and vertical application.




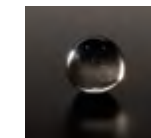
#18 LINEARITY - PREMIUM

 A directional texture running the length of the sheet, having a narrow, random, matte-gloss linear quality. It is complementary to linear woodgrains, and linear patterns and provides dimension and visual movement to solid colors. Recommended for horizontal and vertical application.



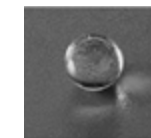
#22 ANTIQUE - PREMIUM

 A mixture of varying low gloss features combined with organic movement, indicative of the surface of an aged stone or an antique metal. Recommended for horizontal and vertical application.



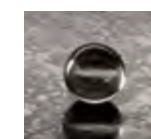
#38 FINE VELVET TEXTURE

A smooth textured finish with moderate reflective value. Recommended for horizontal and vertical application.





#60 MATTE

Textured finish with a moderate reflective quality. Recommended for horizontal and vertical application.





#35 MIRAGE - HD PREMIUM

  Subtle variations in matte and gloss finish connect to nature's own finishes: rough and weathered, smooth and polished. Recommended for horizontal and vertical application.




#57 ALIGNED OAK* - HD PREMIUM

  Authentic realism is brought to the surface using synchronized texture as each elegantly aged oak design exhibits the natural dimension and feel of real wood. Recommended for horizontal and vertical application.

*Not available in Textured Solids




#07 TEXTURED GLOSS - PREMIUM

 A textured finish which reproduces the high sheen of waxed wood furniture. Recommended for horizontal and vertical application.




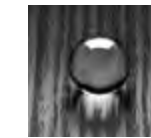
#16 CASUAL RUSTIC - PREMIUM

 A woodgrain texture with a blend of grain variations ranging from linear to subtle movement with random, irregular features. The overall low gloss surface is accented with higher sheen woodgrain ticking and random highlights. Recommended for horizontal and vertical application.




#19 LENO WEAVE* - PREMIUM

 Random intersecting horizontal and vertical lines create a geometric weave with a matte-gloss mix. Recommended for horizontal and vertical application.




#28 GLOSS LINE - PREMIUM

 A linear woodgrain texture with varied widths of narrow grain structures in an alternating mix of matte and gloss surface areas. Recommended for horizontal and vertical application.




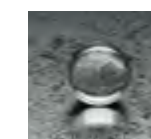
#52 QUARRY - PREMIUM

 Premium finish emulating the "pitted" look of polished natural stone. Recommended for horizontal and vertical application.





#78 FINEGRAIN - PREMIUM

 This premium finish features the polish and luxe of a real wood veneer, with a subtle, narrow grain structure that runs the length of the sheet. Recommended for horizontal and vertical application.



#55 GLAZE - HD PREMIUM

  A layering of matte features over a glaze of semi-gloss, creates this timeworn effect. Recommended for horizontal and vertical application.



Finish features AEON™ Enhanced Performance Technology, providing 3x industry standard wear resistance, improved scratch, scuff and mar performance, versus comparable competitive finishes.



ANTIMICROBIAL PROTECTION is built into the laminate to protect the surface against damaging microbes. Antimicrobial agents protect the surface from the growth of mold and mildew that cause odors when used for countertops and work surfaces.



To learn more about the countless design options available through Wilsonart® Laminate, visit wilsonart.com. For your convenience, most Wilsonart designs featured here are in stock and ready for immediate delivery from our distribution center. Sizes and finishes may vary. Call your Wilsonart distributor for availability.

Front & Back Cover:
17002K-57 FISHER OAK


ENGINEERED SURFACES

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For Samples: Wilsonart.com 800-433-3222 BC0430-17



Wilsonart literature is printed using environmentally responsible processes and paper.



JM TPO SYSTEMS

Single Ply Roofing



JM TPO SYSTEMS

A Company You Know and Trust



JM TPO manufacturing facility in Scottsboro, AL

JM's Commitment to Single Ply and TPO

Johns Manville (JM) is recognized as one of the industry's foremost providers of complete single ply and bituminous roofing systems. Our 150-plus-years of history as a leading manufacturer of quality building products has made JM a trusted advisor for our customers.

We have maintained our legacy by investing in products that address unique building requirements and advances in roofing technology. With over 30 years of experience in high-performance single ply roofing systems, we continue to help our customers succeed in this increasingly important marketplace. In 2012, JM dedicated a new EPDM manufacturing facility in Milan, Ohio, complementing our investment in the single ply industry.

Presently, JM is also helping our customers take advantage of the continued growth in the thermoplastic polyolefin (TPO) marketplace. With over a decade of TPO experience, JM currently has a best-in-class manufacturing facility located in Scottsboro, Alabama.

Responding to Market Demand

TPO is the nation's fastest-growing commercial membrane roofing system. In fact, it has consistently continued to outpace other roofing materials due to its ease of use and specifier confidence.

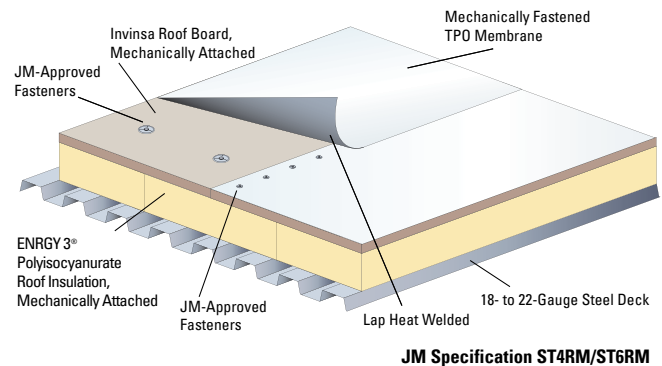
TPO takes less time to install, requires minimal maintenance, and its thermoplastic makeup and heat-weldability allow contractors to make repairs with ease.

When used in conjunction with JM's polyisocyanurate insulation boards or Invinsa® Roof Board, TPO can be installed over existing roof systems in re-cover applications. Consult your local JM sales representative for specific system requirements and local code regulations.

Benefits and Features of JM TPO

JM TPO is the result of extensive research and customer feedback. We ensure quality is added and maintained where it matters most.

One of the most critical requirements is thickness over scrim. JM sets targets above the thickness over scrim required by ASTM in order to ensure the highest long-term performance. JM also measures thickness on a continual basis across a 10-foot-wide sheet with a state-of-the-art thickness gauge to verify that the thickness valued by our customers is incorporated into the sheet.



Formulated for Success

Cost-effective

Durable

Efficient

Environmentally sound

TPO membranes are ideal for commercial roofing applications. The reinforced fabric scrim layer and top-ply thickness give TPO its durable physical properties, including:

- Long-term weathering, UV resistance and heat-aging properties
- Resistance to harsh chemicals, industrial pollutants, abrasions and punctures
- High breaking and tearing strength for superior wind uplift performance and long-term durability

Preferred in Tests by Roofing Contractors

More than 1,500 individuals — including over 1,000 welders — participated in a nationwide series of blind challenges comparing leading TPO membranes. Of the welders, 70% selected JM TPO as their membrane of choice. And of those experts who utilize TPO enough to correctly identify all membranes represented, 90% chose JM TPO as the superior product for:

- Weld window
- Seam strength
- Lay flat
- Workability

JM TPO was chosen as the best overall **six times more often than its closest competitor** — a strong statement from people who really know roofing.

Our optimized formula was also recognized to deliver high-performance ozone resistance, cool roof reflectivity and overall weather resistance.

One of the Widest Melt Windows of Any TPO Currently Available for Commercial Roofing

This promotes better welds over a wider variety of speeds and temperatures, and leads to a softer, more flexible sheet to work with for the applicator. JM TPO passes ASTM D 6878 and complements these test results with a solid — and growing — set of approvals from FM Global® and UL® (Underwriters Laboratories Inc.).

An Environmentally Smart Solution

For building owners and architects concerned about energy efficiency and reducing harmful impacts on the environment, JM helps you build green by offering a TPO product that is light colored and highly reflective. These membranes reflect solar energy to lower the heat absorbed into the facility, thus reducing air conditioning energy loads and costs.

In addition, TPO's high reflectivity can help reduce the "heat island" effect, which occurs when buildings with nonreflective materials absorb heat from the sun, increasing the temperatures in urban environments.

White JM TPO membrane is ENERGY STAR® rated and meets the stringent requirements for both LEED® (Leadership in Energy and Environmental Design) and California Title 24 when tested by the CRRC® (Cool Roof Rating Council).

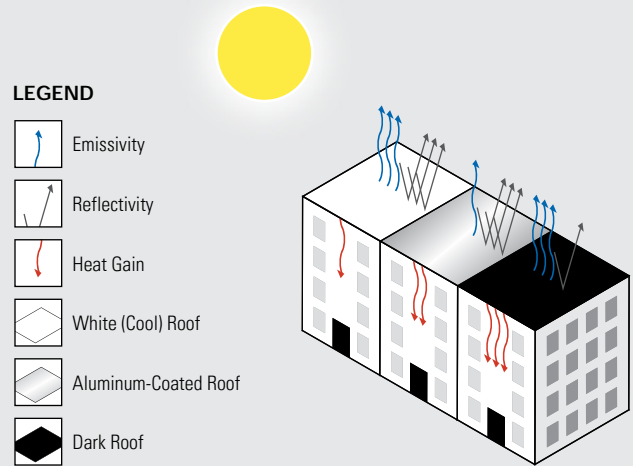
Complete TPO Solutions

TPO membranes are available in standard widths, thicknesses, lengths and colors for use in mechanically attached and fully adhered roofing systems. JM also provides a full line of innovative TPO accessories, adhesives and sealants. Customizable thicknesses, lengths and widths up to 10 feet are also possible with minimum purchases.

JM's mechanically fastened and adhered TPO roof systems are UL and FM Global approved. Our membranes meet or exceed the requirements of ASTM D 6878 Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.

For a complete listing of available TPO products and accessories, as well as applicable test methods, visit www.jm.com/roofing or contact your local JM sales representative.

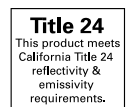
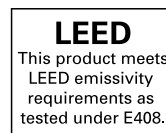
THE THEORY OF COOL ROOFS



This simple graphic illustrates the theory of cool roofs. There are many complex and related variables to consider when selecting the correct roofing product for these applications.

Solar reflectivity (or reflectance) is the fraction of solar energy reflected by the surface back to the sky.

Infrared emissivity (or emittance) is a measure of the ability of a surface to shed some of its heat away from the roof surface. High emissivity helps keep surfaces cool.



LEED is a registered trademark of the U.S. Green Building Council. Title 24 is in the Building Standards Section of the California Code of Regulations. ENERGY STAR is a registered trademark of the U.S. Department of Energy and U.S. Environmental Protection Agency.

"TPO membrane roof systems feature superior performance characteristics ... providing optimum value to the customer."

– **Dominic Marino**, Vice President of Waukegan Roofing Co. Inc., Chicago, IL

SUPERIOR PERFORMANCE

"TPO is white and has excellent reflectivity characteristics for the Florida sun. It goes down quickly, which allows us to dry-in the building. It is an economical, durable and long-lasting product."

– **Jay Rintelmann**, President of
Hartford South LLC, Orlando, FL



RETAIL WAREHOUSE | Jacksonville, FL
818,000 square feet of JM TPO-60

Roofing Contractor: Hartford South LLC, Orlando, FL
JM Pinnacle Council® contractor

Owned by Florida Crown Development Corporation



RANIER & SNOQUALMIE BUILDINGS | Sumner, WA
900,000 total square feet of JM TPO-45

Roofing Contractor: Tri-Star Roofing Inc., Ravensdale, WA
JM Pinnacle Council® contractor

Owned by Knapp Development



WESTGATE HOTEL | San Diego, CA
5,000 square feet of JM TPO 80 mil

Roofing Contractor: Sylvester Roofing Company Inc., Escondido, CA
JM Pinnacle Council® contractor

Owned by Westgate Hotel Group

“Commercial Roofers Inc. has been installing TPO for more than 10 years. We have found it to not only be installer friendly, but also energy compliant. It has a long, useful life expectancy and is cost-effective. This provides great benefits for the building owner.”

– **Scott Howard**, President of Commercial Roofers Inc., Las Vegas, NV, a JM Pinnacle Council® contractor

A HISTORY OF LEADERSHIP

Offering Nationwide Access to Quality TPO



JM distribution locations are set up around the country to provide timely service to our customers.

Tracy, CA | Scottsboro, AL | Hazleton, PA

Great Systems, Great Guarantees

Each TPO system from Johns Manville may be eligible for the strongest and most comprehensive guarantee in the roofing industry, the JM Peak Advantage® Guarantee.



JM offers 5, 10, 15, 20 and 25-year guarantees for new construction, complete tear-off or re-cover applications. Be sure to contact a local sales representative for specific details on how to obtain a JM Peak Advantage Guarantee that meets your needs.

TPO Membrane Systems: Fully Adhered or Mechanically Attached		
SYSTEM	TERM	THICKNESS
Good	5, 10 or 15 year	45 mil
Better	20 year	60 mil
Best	25 year	80 mil

Dedicated to Service and Support

There is untold value in working with a company that has experience, a strong reputation and acknowledged expertise.

JM uses a consultative approach to meet the needs of our professional partners.

- **Technical Support Team** – Expert field technicians are available on site to provide support and answer any roof-related questions.
- **Systems Engineering Group** – Provides assistance to design professionals to ensure the roofing system complements the building envelope for a complete, quality building package.
- **Sales and Customer Support Teams** – Logistical experts work closely with sales representatives to provide accurate product information and facilitate on-time shipments.

A Leading Single-Source Provider

Johns Manville, a Berkshire Hathaway company (NYSE: BRK.A, BRK.B), is a leading manufacturer and marketer of premium-quality building and specialty products. In business since 1858, the Denver-based company has annual sales in excess of \$2 billion and holds leadership positions in all of the key markets that it serves. Johns Manville employs approximately 7,500 people and operates 40 manufacturing facilities in North America, Europe and China.

JM offers a comprehensive line of single ply and bituminous roofing system solutions. Each system is available with quality thermal insulations, cover boards, adhesives, cements, roof coatings, specialty roofing products and the possibility of a JM Peak Advantage Guarantee.

Product Warranties

Johns Manville designs roofing products that work together to provide a one-source comprehensive roofing system solution. Total roofing system guarantees are available under the JM Peak Advantage Guarantee program. To learn more about our standard guarantee terms and conditions, talk to your local JM sales representative.

JM Peak Advantage Guarantees are available only on qualified JM roofing systems containing JM roofing products. JM standard product terms and conditions will apply to include a one-year limited product warranty.

Peak Advantage Contractor Program

To ensure quality workmanship and top-notch installation, JM offers its Peak Advantage Contractor Program. Contractors selected to participate are proven to be best in class, having lived up to the highest performance standards. These contractors have access to JM's strongest guarantees. To be assured of the best possible results on the roofing system you specify, make sure it's installed by a JM Peak Advantage Contractor.



717 17th St.
Denver, CO 80202
(800) 922-5922
www.jm.com/roofing

OFFICE PROFESSIONAL



- Uniformity of all interior doors and frames – including stairwells and double egress frames
- Economical solution without sacrificing performance or quality
- Fire rated sidelights and borrowed lights available
- Ideal for either wood stud or steel stud framing



FRAME SELECTION RECOMMENDATIONS

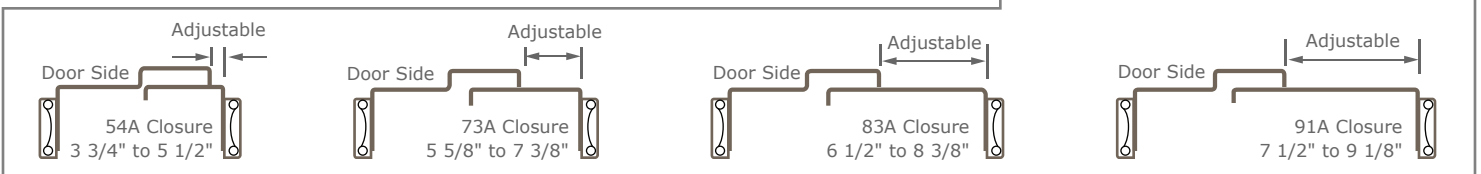
Classic
 Classic
 Adjustable
 Kerfed
 Adjustable Kerfed
 Double Egress
 Pocket Trim

		Frequency	S	C	A	CK	AK	DE	P
Common Areas	Main Entrance	H	•	•	•	•	•	•	•
	Secondary Entrance	M	•	•	•	•	•	•	•
	Corridor Offices	M	O	O	O	P	•	•	•
	Interior Offices	L	P	O	O	O	•	•	•
	Restrooms	M	P	O	O	O	•	•	•
	Meeting Rooms	L	O	O	O	P	•	•	•
	Closet SS/PR	L	P	O	O	•	•	•	•
	Sidelight		•	P	•	•	•	•	•
	Borrowed Light		O	P	O	•	•	•	•
	Mechanical/Electric	L	•	O	O	P	•	•	•
	Stairwell	L	•	O	•	P	•	•	•

FREQUENCY H = High M = Medium L = Low
 USE OF FRAME P = Preferred O = Optional • = not recommended

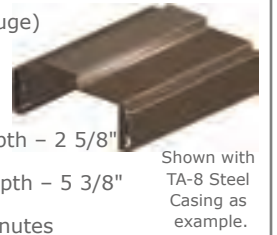
ACCESSORY HARDWARE

- TA-10** Regular Arm Closer Reinforcement – Can be used for All Frames
- TA-12** Parallel Arm Closer Reinforcement – Classic Frames only
- TA-47** Parallel Arm Closer Reinforcement – Kerf Frames only



CLASSIC FRAME **S** **C**

S-Series (20 gauge)
 General use for all interior openings.
 Minimum Jamb Depth – 2 5/8"
 Maximum Jamb Depth – 5 3/8"
 Fire Rating – 90 Minutes (Minimum Jamb Depth 3 3/8" for rating)
 Maximum Door Weight – 500 lbs.



C-Series (18 gauge)
 General use for all interior openings requiring additional strength and impact resistance of 18 gauge steel.
 Minimum Jamb Depth – 2 5/8"
 Maximum Jamb Depth – 13"
 Fire Rating – 90 Minutes (Minimum Jamb Depth 3 3/8" for rating)
 Maximum Door Weight – 500 lbs.

ADJUSTABLE FRAME **A**

A-Series (18 gauge) Adjustable
 Use for interior openings with uneven or odd sized walls requiring non-stock wall size.
 Adjustable jamb thickness makes this frame Ideal for remodel projects.
 Minimum Jamb Depth – 3 3/4"
 Maximum Jamb Depth – 12"
 Fire Rating – 90 Minutes
 Maximum Door Weight – 500 lbs.



OFFICE PROFESSIONAL

KERFED

CK

CK-Series (18 gauge)

Use for interior and exterior openings requiring a seal against smoke, sound, weather, and light. Kerfed stop with factory installed seal.



Shown with TA-8 Steel Casing as example.

Minimum Jamb Depth – 4"

Maximum Jamb Depth – 8"

Fire Rating – 90 Minutes

Maximum Door Weight – 500 lbs.



TA-46 Gasket: Weather Strip/Smoke Seal. Available in Black, Grey, White and Browntone.

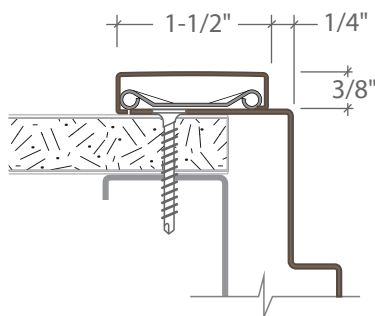
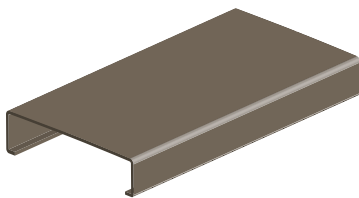


TA-55 Intumescent Seal: Weather Strip/Smoke Seal and Intumescent Seal. Allows for use of Category B Fire Door. Available in Black and Browntone.

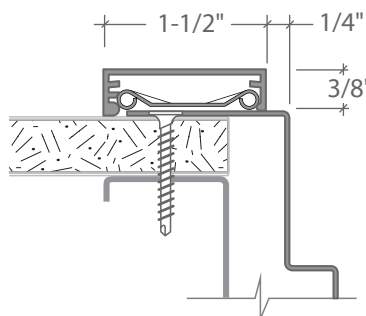
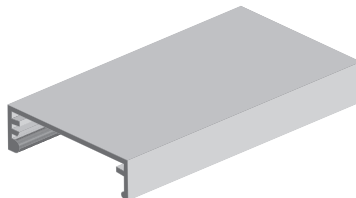


CASING RECOMMENDATIONS

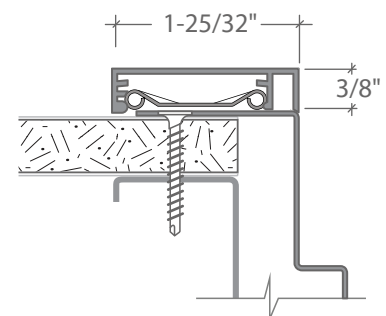
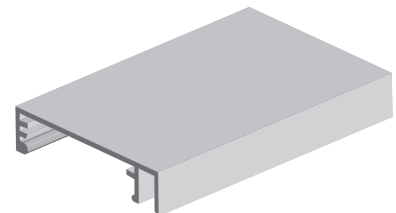
TA-8 Steel



TA-23 Aluminum



TA-28 Aluminum





EXCEPTIONAL VALUE ON COMMERCIAL DOORS & HARDWARE

trudoor.com

hollow metal doors and frames
fire-rated doors and frames
commercial door hardware
architectural wood doors



HOLLOW METAL DOORS & FRAMES



Standard and custom hollow metal products for new and retrofit construction projects in the commercial, industrial and institutional markets. Authorized distributor of most SDI Certified brands including Steelcraft, Ceco, Curries & Mesker.

Authorized WHI Shop, enabling us to modify, re-certify and label fire-rated doors and frames



COMMERCIAL WOOD DOORS



Interior Office Doors Solid Core Architectural Grade Flush Wood Doors w Timely Frame

Solid core architectural grade flush wood doors, pre-finished wood doors, plastic laminate doors and mineral core fire doors for a variety of commercial and institutional applications, including office buildings, hotels, hospitals, medical centers, schools, apartment buildings and more. Brands include Graham and Masonite Architectural.

LITE KITS, LOUVERS & GLASS



Huge inventory of vision lite frames, louvers and glazing materials, including clear tempered, fire-rated glass ceramic and safety wire glass. Brands include Air Louvers, SCHOTT and National Guard Products.

UL Certified Shop, enabling us to cut, re-certify and label fire-rated glazing materials



COMMERCIAL DOOR HARDWARE



Authorized distributor of the leading architectural hardware brands, including Allegion Brands (Schlage, Von Duprin, LCN, Falcon, Ives) and ASSA ABLOY Brands. Value engineered options for budget conscious projects.

Authorized Allegion Distributor

FALCON ■ **LCN** ■ **SCHLAGE** ■ **VON DUPRIN**



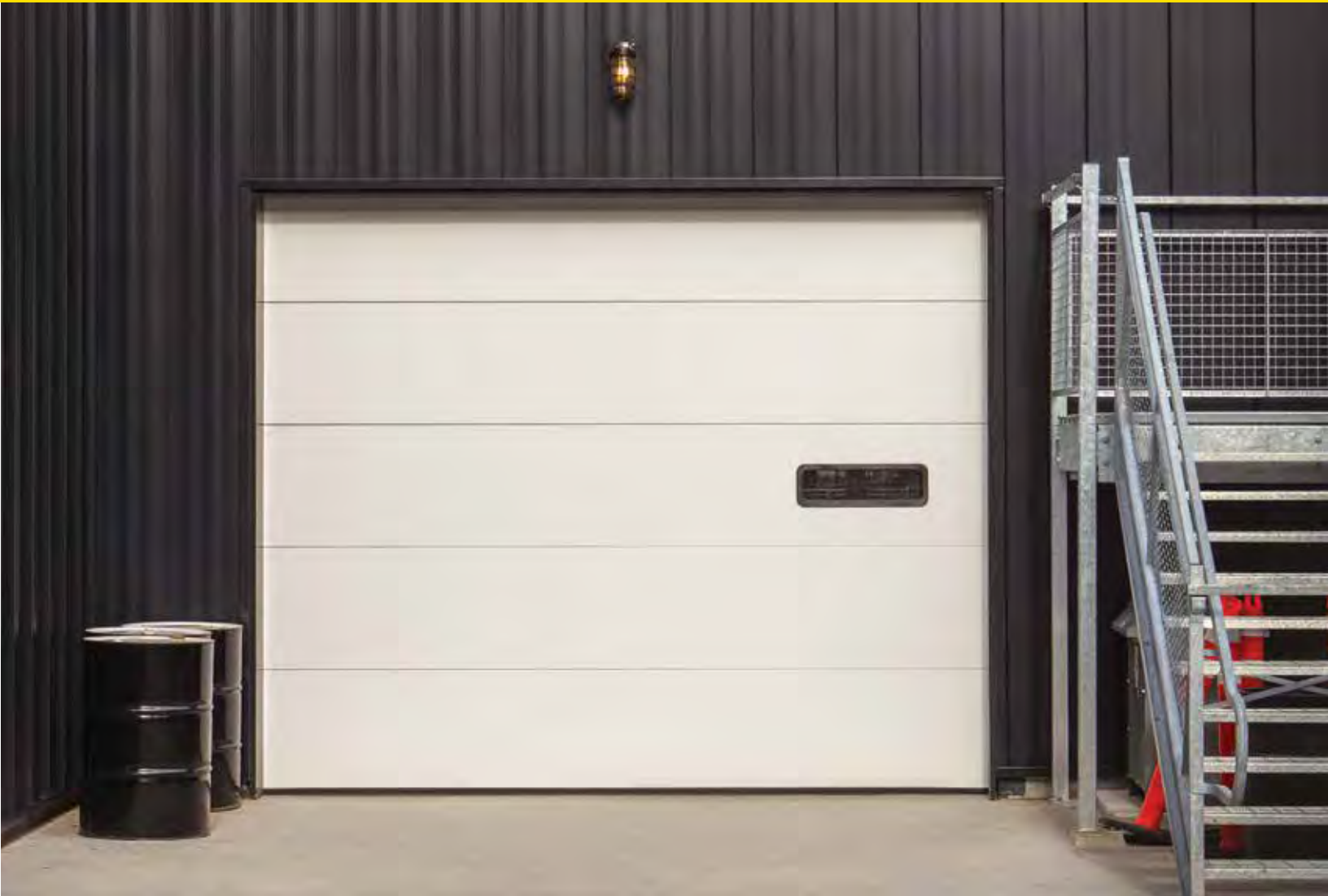
NATIONWIDE SHIPPING!



BBB Rating: A+

THERMOSPAN® 200-20

INSULATED SECTIONAL STEEL DOORS



PREMIUM THERMAL EFFICIENCY AND LOW MAINTENANCE

Thermospan® Model 200-20 offers premium thermal efficiency combined with a heavy-duty 20-gauge flush exterior surface. Continuously foamed-in-place insulation and a non-conductive thermal break between the inner and outer skins, making it the ideal door for energy-conscious architects, engineers, contractors, and building owners.

The Thermospan® Series of doors are the only doors in the industry with patented, roll-formed integral struts on each section, making them the most rigid doors available.

*Wayne Dalton uses a calculated door section R-value and U-value for our insulated doors.

- » PREMIUM THERMAL QUALITIES
R-VALUE* = 17.50
U-VALUE* = 0.057
- » STANDARD SIZES UP TO
24' 2" WIDE AND 16' 1" HIGH
- » RUGGED AND DURABLE
- » SMOOTH, FLUSH EXTERIOR FINISH
- » INTEGRAL STEEL STRUTS
FOR SUPERIOR STRENGTH
- » 10K CYCLE SPRINGS STANDARD

THERMOSPAN® 200-20

STANDARD FEATURES OVERVIEW

THERMAL EFFICIENCY

R-VALUE*	17.50 (3.09 K m ² /W)
U-VALUE*	0.057 (.324 W/K m ²)
THERMAL BREAK	Thermoplastic adhesive with rubber seal
AIR INFILTRATION	.07 cfm/ft ²

CONSTRUCTION

SECTION THICKNESS	2" (51 mm)
INTEGRAL STRUTS	Two 1-3/4" struts per section for strength and rigidity
MAX HEIGHT	16'1" (7,366 mm)
MAX WIDTH	24'2" (4,902 mm)
EXTERIOR STEEL	20-gauge
INTERIOR PER SECTION	Roll formed with two 1-3/4" integral struts sealed with polypropylene rib caps
STANDARD SPRINGS	10,000 cycles
INTERIOR COLOR	White
EXTERIOR COLOR	White

CODES AND ASTM STANDARD CLASS

STC (ASTM E 413)	Class 22
OITC (ASTM E 1332)	Class 19
ASTM E 84	Class A
UBC 17-5	Meets
ASTM D 1929	Flash ignition = 734 ° F, Self ignition = 950 ° F

WARRANTY

TERMS	Ten (10) years against cracking, splitting, rust deterioration and delamination. One (1) year against defects in material and workmanship
-------	--

OPTIONS

- Pass door
- Vision lites
- Aluminum full-view sections
- Chain hoist operation
- Motor operation
- Sensing edges
- TruChoice™ Color System
- Photo eyes
- High cycle spring (25k, 50k, 100k)
- 3" Track option
- Solid shafts
- Perimeter weatherseal
- Special track designs
- Mullions

*Wayne Dalton uses a calculated door section R-value and U-value for our insulated doors.

The Thermospan® 200-20 excels in energy efficiency and durability.

With a U-value* of .057 and a R-value* of 17.5, this door outperforms most conventional insulated steel doors, which typically have U-values between .33 and .51.

MATERIALS AND CONSTRUCTION

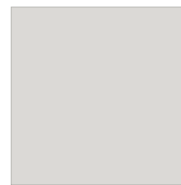
The Thermospan® 200-20 has a patented manufacturing process with a polyurethane core that is continuously foamed-in-place between the outer and inner skins.

The outer skin of the hot-dipped galvanized, structural quality steel is factory-finished with baked-on corrosion-resistant primer and a white polyester finished coat. The inner skin is also hot-dipped galvanized steel, factory-finished with the same corrosion-resistant primer and polyester finish coat.

An innovative thermal break keeps the interior skin at room temperature, preventing condensation and frost and helping to resist corrosion.

Reinforcement plates are located at all hardware attachment locations. Commercial-grade hot-dipped galvanized hardware also contributes to the this door's long service life.

FINISH OPTIONS



White Smooth
Flush Finish



Thermospan® 200-20 is available with the TruChoice® Color System, Wayne Dalton's custom painting process that offers more than 6,000 colors. See dealer for details.

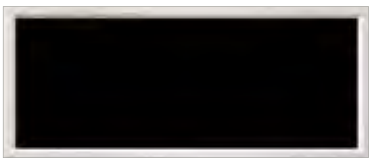
INSULATED SECTIONAL STEEL DOOR



LITE OPTIONS



~~Vision lites~~ Vision Lights are Not Included



~~Full-view lites~~ Vision Lights are Not Included

LITE OPTIONS

Joint seal prevents air infiltration and saves energy.

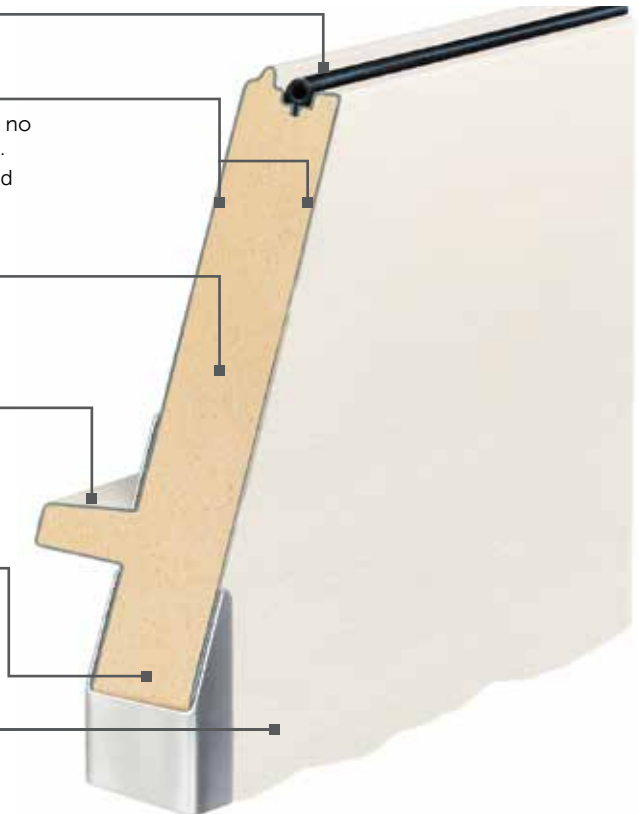
Thermal break separates inner and outer skins so virtually no heat or cold is conducted through section. Pre-painted inner and outer skins for added corrosion resistance.

Solid polyurethane core provides maximum thermal efficiency and adds to quiet operation and strength.

Integral struts Two 1-³/₄" roll-formed struts per section increases rigidity and strength.

Two-inch nominal thickness.

Heavy-duty 20-gauge smooth, flush exterior skin gives the Thermospan 200-20 excellent strength qualities, ideal for large openings.



Wind load options available

GENERAL OPERATING CLEARANCES

TYPE	HEADROOM		SIDEROOM		DEPTH INTO ROOM	CENTER LINE OF SPRINGS	
	2" TRACK	3" TRACK	2" TRACK	3" TRACK	2" AND 3" TRACK	2" TRACK	3" TRACK
Standard Lift Manual 12" R	13"-17"	NA	4.5"	5.5"	Opening Height +18"	Opening Height +12"	N/A
Standard Lift Manual 15" R	15"-20"	16"-21"				Opening Height +13"	Opening Height +14"
Standard Lift Motor Oper. 12" R	15"-20"	NA	4.5"	5.5"	Opening Height +66"	Opening Height +12"	N/A
Standard Lift Motor Oper. 15" R	15"-20"	18"-24"				Opening Height +13"	Opening Height +14"
High Lift Manual	High Lift +12"		24" One Side		18"	Opening Height -Lift +30"	Opening Height +Lift +6.5"
High Lift Motor Oper.						Opening Height +Lift +7.5"	
Vertical Lift Manual	Door Height +20"		4.5"	5.5"	18"	Double Door Height +13"	
Vertical Lift Motor Oper.			24" One Side				
Low Headroom Manual	6"-15"	6"-15"	6"	9"	Opening Height +20" to -26"	N/A	
Low Headroom Motor Oper.	9"-17"	9"-17"			Opening Height +66"		

PANEL/SECTION SELECTION GUIDE

DOOR WIDTH	NUMBER OF PANELS	NUMBER OF WINDOWS	DOOR HEIGHT	NUMBER OF SECTIONS
Up to 9'2"	2	2	Up to 8'	4
9'3" to 12'2"	3	3	8'-2" to 10'1"	5
12'3" to 16'2"	4	4	10'2" to 12'1"	6
16'3" to 19'2"	5	6	12'2" to 14'1"	7
19'3" to 24'2"	6	7	14'2" to 16'1"	8
24'3" to 28'2"	Call Factory		16'2" and Up	Call Factory

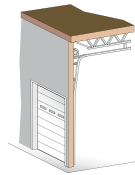
NOTES:

- For low headroom, springs must be rear mount to achieve minimum headroom listed. Front mount torsion headroom depends on drum size, and varies over the range listed. See approval drawing.
- Side-room of 8" required, one side, for doors with chain hoist.
- Headroom depends on drum size, and varies over the range listed. See approval drawing.

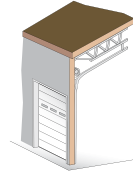
TRACK SELECTION GUIDE



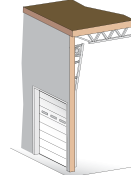
STANDARD LIFT



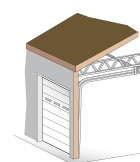
HIGH LIFT
break-away is standard, straight incline is available



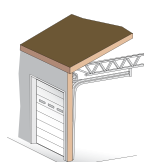
ROOF PITCH
standard or high lift



VERTICAL LIFT
break-away is standard, straight incline is available



LOW HEADROOM
rear mount torsion



LOW HEADROOM
front mount torsion



Architect Resource Center

Visit wayne-dalton.com/architect-resource-center to find our Architect Resource Center. In this tool, you will quickly find all of the specifications, drawings and documents you need to complete your project.

Wayne Dalton
COMMERCIAL DOORS

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Lewisville, TX 75067

wayne-dalton.com



FIRESTAR® 700

INNOVATIVE SOLUTIONS TO SAFETY AND FIRE PROTECTION



HIGH TRAFFIC SOLUTION WITH LASTING DURABILITY

Wayne Dalton's FireStar® 700 Rolling Steel Fire Door provides a practical and innovative solution to safety and fire protection. FireStar® doors can be drop-tested and reset at any time by anyone, thanks to a standard floor resettable feature.

The FireStar® 700 door features a forward-thinking design that outperforms industry standard fire doors in all areas, including easy testing capability; smooth, quiet operation; and reliable, long-lasting performance.

- » STANDARD SIZES UP TO 24' WIDE AND 24' HIGH
- » EASY TO TEST
- » NON-TENSION RELEASE
- » FLOOR RESETTABLE
- » UL/ULC/FM RATED
- » CONFORMS TO NFPA STANDARD 80

FIRESTAR® 700

STANDARD FEATURES OVERVIEW

CONSTRUCTION

MAX HEIGHT*	24' (7,315.2 mm)
MAX WIDTH*	24' (7,315.2 mm)
MATERIAL	Galvanized or Stainless Steel
CURTAIN	Interlocking roll-formed slats with alternate slats fitted with metal endlocks/windlocks
OPERATION	Lift-up standard. Chain hoist included on sizes that require it
BOTTOM BAR	Two equal angles, 0.121" min thickness, to stiffen curtain
BRACKETS	Enclose ends of coil and provide support for counterbalance pipe at each end. Fabricate of steel plates with permanently sealed ball bearings
COUNTERBALANCE	Curtain to be correctly balanced by helical springs, oil tempered torsion type. Cast iron barrel plugs will be used to anchor springs to tension shaft and pipe. 20,000 cycle
HOOD	Minimum 24-gauge galvanized or stainless steel hood fabricated of sheet metal, flanged at top for attachment to header and flanged at bottom to provide longitudinal stiffness
FINISH	Rust inhibitive primer on non-galvanized surfaces and operating mechanisms. Guides and brackets will be coated with a flat black prime paint
OPERATOR OPTIONS	Chain Hoist with gear drive reduction, wall crank box, motor operation, motor operation with electrical sensing edge, motor operation with pneumatic sensing edge
RELEASE MECHANISM	FireStar release mechanism standard on doors up to 24'x24'
MOUNTING	Structural steel, drywall over wood stud jamb, drywall over 16-gauge steel stud jamb

WARRANTY

TERMS	Two (2) year limited
--------------	----------------------

OPTIONS

- Operation options: Chain hoist with gear drive reduction; awning crank; motor operation with electrical or pneumatic sensing edge
- FM label option to include hood with steel baffle
- Wind load options available
- Awning crank
- Motor operation
- Motor operation w/electrical or pneumatic sensing edge
- Viscous governor, if required by size of door
- 22-gauge hood

FireStar® 700 Rolling Steel Fire Doors are a simple and innovative solution for your safety and fire protection needs.

Critical elements necessary in the reliable function of fire doors are incorporated as standard features with FireStar's revolutionary design.

MATERIALS AND CONSTRUCTION

The FireStar® door can be drop tested easily and reset in a matter of seconds at any time; no tools or service technicians are required.

FireStar's revolutionary design uses a patented planetary gear on the drop-out mechanism ensuring years of reliable service and drop-out performance.

The drop-out mechanism is designed to eliminate down time during drop testing while the viscous governor technology results in smoother, quieter door operation.

Factory tested and approved for a minimum of 20,000 cycles, the FireStar® door can be used and tested on a regular basis without concerns of premature failure.

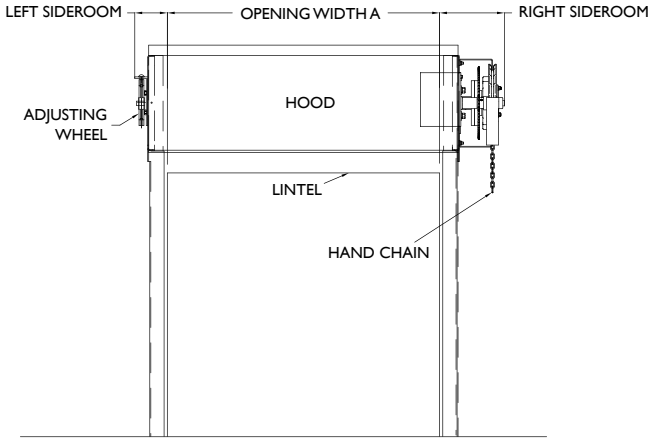
FireStar® fire doors have been tested and approved to meet the requirements of well known agencies, such as Underwriters Laboratories of Canada and Factory Mutual, and conform to NFPA Standard 80.

Wayne Dalton incorporates one standardized component design for all FireStar® doors† regardless of size, and utilizes fewer parts than other models. This helps to ensure more accurate installations and reduces the possibility of potential service calls in the future.

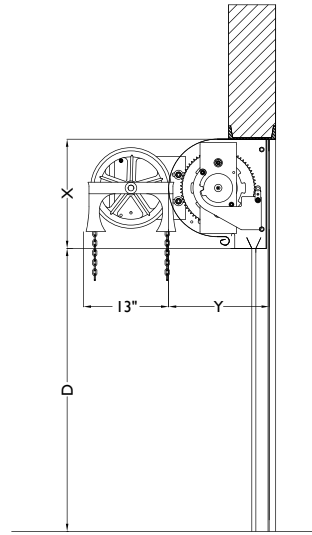
† Doors up to 24'x24'

*Consult factory for larger sizes

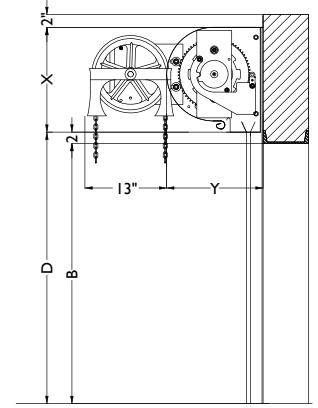
CHAIN HOIST OPERATION



FRONT ELEVATION

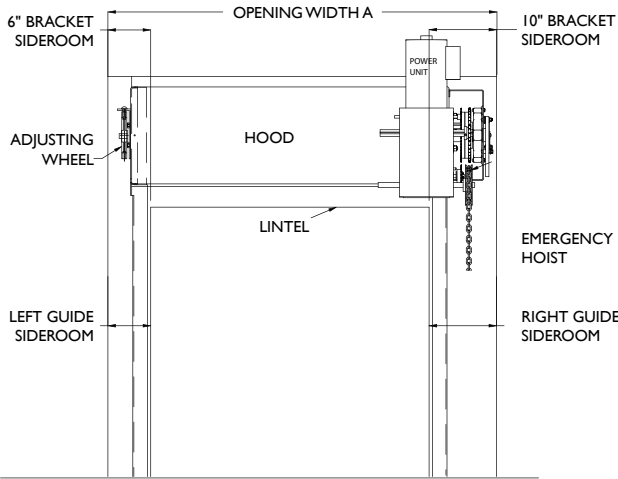


SIDE ELEVATION (UNDER LINTEL)

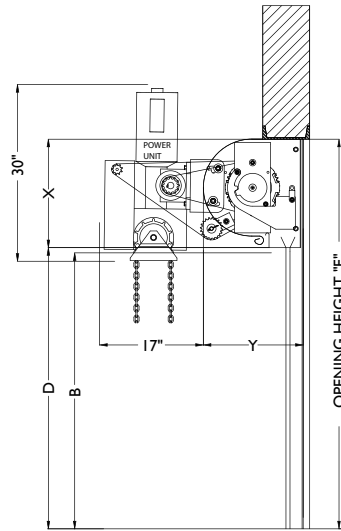


SIDE ELEVATION

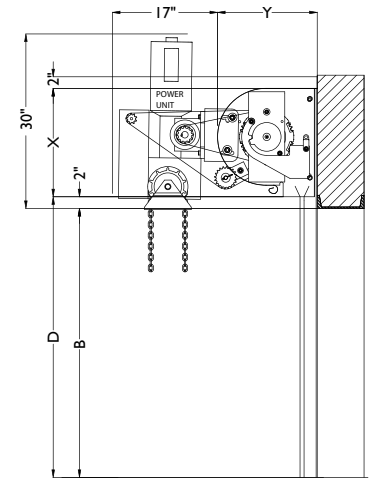
MOTOR OPERATION



FRONT ELEVATION



SIDE ELEVATION (UNDER LINTEL)

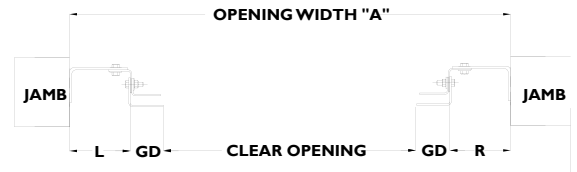


SIDE ELEVATION

ANGLE GUIDES - FACE MOUNTED TO MASONRY



ANGLE GUIDES - MOUNTED BETWEEN JAMBS



ANGLE GUIDES - FACE MOUNTED TO STEEL



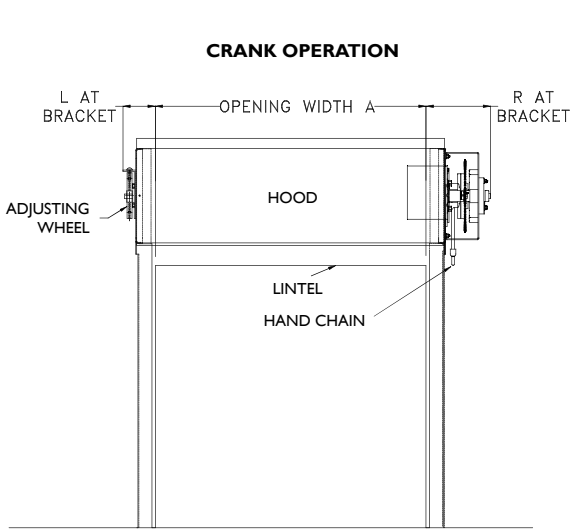
DOOR WIDTH	
GUIDE DIMENSION (GD)	WIDTH
2-7/8"	To 13'6" Width
2-13/16"	To 20'0" Width
3-1/4"	To 24'0" Width

NOTE: Dimensions are for general reference only and not for construction purposes.

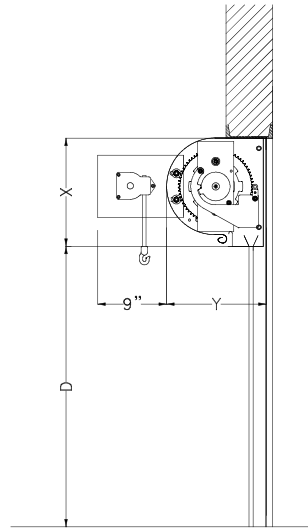
COMMON GUIDE MOUNTING OPTIONS

ROLLING STEEL FIRE DOORS

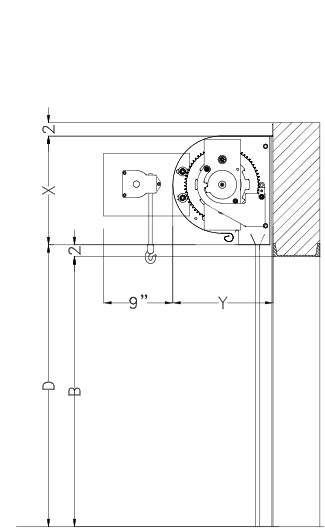
CRANK OPERATION



FRONT ELEVATION

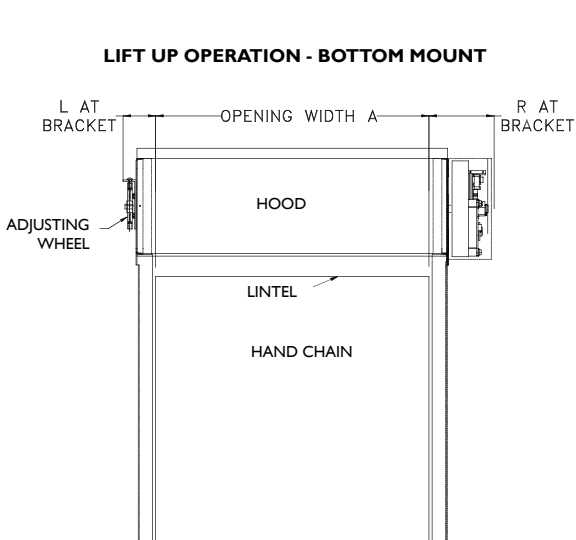


SIDE ELEVATION (UNDER LINTEL)

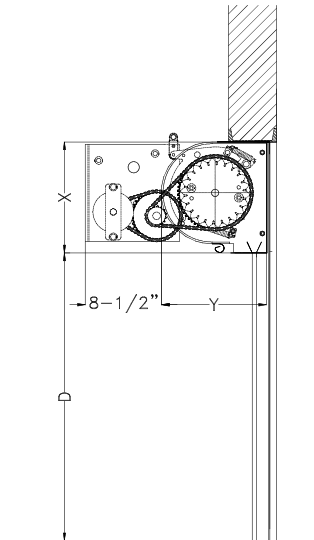


SIDE ELEVATION

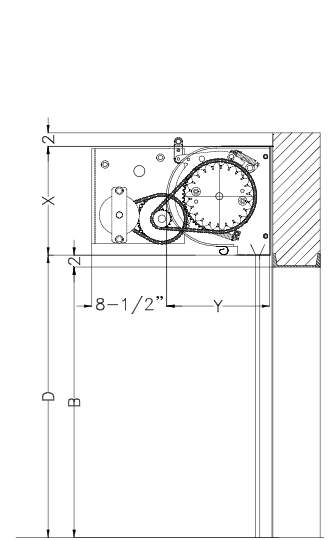
LIFT UP OPERATION - BOTTOM MOUNT



FRONT ELEVATION

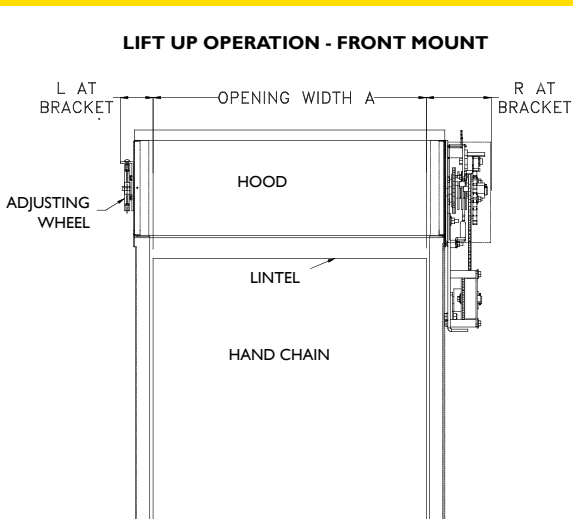


SIDE ELEVATION (UNDER LINTEL)

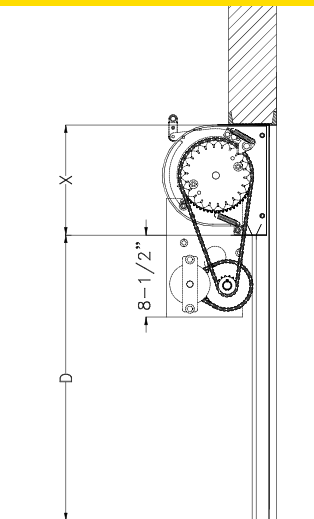


SIDE ELEVATION

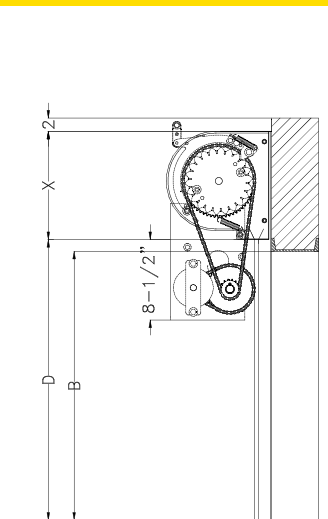
LIFT UP OPERATION - FRONT MOUNT



FRONT ELEVATION



SIDE ELEVATION (UNDER LINTEL)



SIDE ELEVATION

LiftMaster H



FEATURES

The H model is an industrial-duty hoist door opener, as manufactured by The Chamberlain Group and is for use on vertical or high lift sectional doors, rolling doors and grilles. It is rated for 25 cycles per hour during peak periods. Up to 80-90 cycles / day.



- **Drive system:** jackshaft with chain hoist
- **Voltage/phase:**
 - Single-Phase: 115 V and 230 V
 - 3-Phase: 208 V, 230 V and 460 V, 575 V
- Class 2 circuit with 40 VA transformer
- **Horsepower:** available in 1/2, 3/4 and 1 HP
- **Minimum side room required:** 20 in (508 mm)
- **Control circuit:** -Logic 4.0 Control Board (L4) Available on 115 V, 208/230 V, 460 V and 575 V
- Floor level chain hoist with electrical interlock for emergency manual door operation
- High-starting torque continuous-duty motor with overload protection
- Heavy-duty 5L V-belt
- 3-button control station
- Industrial ball bearings on output shaft
- PosiLock mechanical holding brake
- C2 is a factory default setting; B2 easily field set using the Selector Dial (requires CPS-U, CPS-UN4 or CPS-EI)
- External radio control terminals
- Fully adjustable linear-driven limit mechanism
- Motor removable without affecting limit settings
- NEMA 1 type electrical enclosure
- Adjustable friction clutch
- Efficient V-belt primary drive, chain/sprocket secondary
- #50 drive chain
- Baked-on high-durability black powder coat finish
- Door speed approximately 8 to 9 in (203 to 209 mm) per second
- Approximate shipping weight - 110 lb (50 kg)
- 5V DC (L4) NEC Class 2 control circuit



Test Device — FireStar® doors feature an easy-to-use release handle.

FIRESTAR® DOOR CONTROL DEVICES

Chain hoist, motor and crank operation

- Revolutionary fire door control device utilizing a patented planetary gear arrangement to disconnect the operator and drop the door in the event of a fire.
- Easily drop test and reset a fire door without resetting spring tension and rerouting cables.



Lift up operation

- Revolutionary fire door control device utilizing clutch plates and unique counterbalance technology to drop the door in the event of a fire.

FACE MOUNTED CHAIN HOIST/MOTOR/CRANK

WIDTH A	HEIGHT B (OPENING HEIGHT)															
	9'0"				9'1" TO 14'0"				14'1" TO 18'0"				18'1" TO 24'0"			
	BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM	
	X	Y	R	L	X	Y	R	L	X	Y	R	L	X	Y	R	L
2" SLAT																
Up to 20'0"	16-1/2"	15"	10"	6"	18-1/2"	17"	10"	6"	20"	19"	10"	6"	22"	21"	10"	6"
3" SLAT																
Up to 24'0"	16-1/2"	15"	10"	6"	20"	19"	10"	6"	22"	21"	10"	6"	24"	23"	10"	6"

NOTE: 24' height or 24' width or 400sqft max for 22ga. Crank limits are 14' height or 12' width or 168sqft.

FACE MOUNTED-LIFT UP

WIDTH A	HEIGHT B (OPENING HEIGHT)			
	8'0"			
	BRACKET SIZE		SIDE ROOM	
	X	Y	R	L
2" SLAT				
Up to 10'0"	16-1/2"	15"	10"	8"
3" SLAT				
Up to 10'0"	18-1/2"	17"	10"	8"

NOTE:

Manual lift 2' Slat-up 10' wide or 8' high or 80sqft.
Manual lift 3' Slat-up 8' wide or 8' high or 80sqft.

BETWEEN JAMBS MOUNTED - UNDER LINTEL CHAIN HOIST/MOTOR/CRANK

WIDTH A	HEIGHT B (OPENING HEIGHT)															
	9'0"				9'1" TO 14'0"				14'1" TO 18'0"				18'1" TO 24'0"			
	BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM		BRACKET SIZE		SIDE ROOM	
	X	Y	R	L	X	Y	R	L	X	Y	R	L	X	Y	R	L
2" SLAT																
Up to 20'0"	16-1/2"	15"	7-1/16"	9-1/16"	18-1/2"	17"	7-1/16"	9-1/16"	20"	19"	7-1/16"	9-1/16"	20"	19"	7-1/16"	9-1/16"
3" SLAT																
Up to 24'0"	16-1/2"	15"	7-1/16"	9-1/16"	18-1/2"	17"	7-1/16"	9-1/16"	22"	21"	7-1/16"	9-1/16"	24"	23"	7-1/16"	9-1/16"

NOTE: 24' height or 24' width or 400sqft max for 22ga. Crank limits are 14' height or 12' width or 168sqft.

BETWEEN JAMBS MOUNTED-LIFT UP

WIDTH A	HEIGHT B (OPENING HEIGHT)			
	8'0"			
	BRACKET SIZE		SIDE ROOM	
	X	Y	R	L
2" SLAT				
Up to 10'0"	16-1/2"	15"	10"	6"
3" SLAT				
Up to 10'0"	18-1/2"	17"	10"	6"

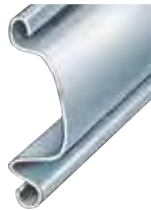
SLAT PROFILES

No. 2 Slat Profile



Standard:
Curved-faced single crown slat
Available:
Up to 20-gauge steel
Up to 20-gauge stainless steel
Pitch: 1.9"

No. 4 Slat Profile



Standard:
Curved-faced single crown slat
Available:
Up to 18-gauge steel
Up to 18-gauge stainless steel
Pitch: 2.8"

No. 14 Slat Profile



Standard:
Flat-faced slat
Available:
Up to 18-gauge steel
Up to 18-gauge stainless steel
Pitch: 2.45"

No. 17 Slat Profile



Standard:
Flat-faced slat
Available:
Up to 20-gauge steel
Up to 20-gauge stainless steel
Pitch: 1.6"



Architect Resource Center

Visit wayne-dalton.com/architect-resource-center to find our Architect Resource Center. In this tool, you will quickly find all of the specifications, drawings and documents you need to complete your project.

Wayne Dalton
COMMERCIAL DOORS

DISTRIBUTED BY:

2501 S. State Hwy. 121 Bus., Ste 200
Lewisville, TX 75067

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MODEL 500

ROLLING COUNTER SHUTTERS



EXCEPTIONAL SECURITY AND AESTHETICS

Wayne Dalton's Model 500 Rolling Counter Shutter provides the perfect solution for smaller openings that require visually appealing access control. These shutters are ideal for applications where counter tops or openings require the shutter to rest on a sill.

With several different modes of operation including lift-up, awning crank and motor, the Model 500 Rolling Counter Shutter is the preferred solution for your concession stand, customer service window, sports arena or school food service.

- » 2" FLAT SLATS
- » SIZES UP TO 20' WIDE AND 7' HIGH
- » AVAILABLE IN STEEL, STAINLESS STEEL AND ALUMINUM
- » POWDER COAT FINISH AVAILABLE

STANDARD FEATURES OVERVIEW

CONSTRUCTION

MAX HEIGHT	7' (2,133 mm)
MAX WIDTH*	20' (6,096 mm)
MOUNTING	Face mount; between jambs
OPERATION	Manual push-up
CURTAIN	2" galvanized steel flat slats (#17 profile), primed and painted gray, white, brown or beige; 20-gauge steel with alternating endlocks
LOCKING	Curtain to be locked at each end of bottom bar by concealed slide bolts
BOTTOM BAR	Single angle galvanized steel bottom bar fitted with a continuous vinyl bumper to protect counter top
GUIDES	Extruded aluminum clear anodized with continuous wool pile strips
BRACKETS	Steel plates, factory painted black
COUNTERBALANCE	Steel pipe, factory painted black, of adequate size to restrict a maximum deflection of .033" per linear foot; oil tempered torsion type
HOOD	24-gauge galvanized steel square hood; primed and painted gray

WARRANTY

TERMS	Twelve (12) month
--------------	-------------------

OPTIONS

- Operation: Crank, motor, tube motor
- Slat options: Various gauges in steel, stainless steel, extruded aluminum; perforation
- Finish: Stainless steel #4, aluminum anodized finishes, powder coat (RAL and custom)
- Locking: Slide bolts, cylinder (interlock option on motorized doors)
- Bottom bar: Extruded aluminum; tubular; sensing edge: electric or pneumatic
- Brackets: Stainless steel, aluminum
- Hood: Stainless steel, aluminum
- Other options: Operator controls, counter cutouts, mullion system, fascia

*Maximum width may vary with material and gauge

MATERIALS AND CONSTRUCTION

The high quality, interlocking slats on the rolling counter shutter are available in galvanized steel, stainless steel or aluminum for long-lasting durability. The box type guides are designed to reduce operational noise as well as to conceal the fasteners used to attach the shutter to the jamb resulting in quieter operation and greater visual appeal. A square hood cover encloses the curtain coil and counterbalance mechanism giving a clean, professional appearance.

The counterbalance assembly utilizes a spring barrel design which encases the mechanism while providing an axis around which the curtain coils. Oil-tempered, torsion-type counterbalance springs are wound from steel, providing accuracy in balancing the door.

A spring tension adjusting wheel is normally mounted outside the bracket on the end of the tension rod. An inside adjusting wheel is standard on manual lift up shutters and is available in limited sizes for tight side-room applications.

SLAT PROFILES



No. 17 - 2" Flat-faced slat up to 20-gauge steel, 20-gauge stainless steel, or 16 B&S gauge aluminum (clear, or bronze anodized). Depth: 1/2", 1-7/8" on centers.



Secur-Vent® - Slat consists of 1/16" diameter hole offering 20-25% open area over length of each slat. Available in galvanized steel, stainless steel and aluminum.

Architect Resource Center

Visit wayne-dalton.com/architect-resource-center to find our Architect Resource Center. In this tool, you will quickly find all of the specifications, drawings and documents you need to complete your project.

Wayne Dalton
COMMERCIAL DOORS

2501 S. State Hwy. 121 Bus., Ste 200
Lewisville, TX 75067



wayne-dalton.com

CORTEGA®/CORTEGA® Second Look®

Square Lay-in & Tegular
medium texture



Cortega® panels offers a medium-textured, economical solution with standard acoustical absorption.

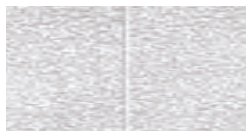
KEY SELECTION ATTRIBUTES

- Economical
- Non-directional visual reduces scrap and installation time (excludes Second Look® items)
- Geometric Scored Visuals (Second Look items)

FACE VIEW



Cortega® Second Look® I panels – Scoring creates nominal 12" x 12" squares



Cortega® Second Look® II panels – Scoring creates nominal 24" x 24" squares

COLORS Colored ceilings are dye-lotted and should be segregated by dye lot. Do not mix.



White (WH)



Tech Black (BL)
Item 769

DETAILS (Other Suspension Systems compatible. Refer to listing on page 301.)



1. Cortega® Square Lay-in
2. Cortega® Beveled Tegular
3. Cortega® Second Look®
4. Cortega® Lay-in with Prelude 15/16" suspension system
5. Cortega® Beveled Tegular with Suprafine® 9/16" suspension system

CORTEGA®/CORTEGA® Second Look®

Square Lay-in & Tegular
medium texture

GREENGUARD
Gold Certified
(details below)

UP TO **43%** CORTEGA
55% CORTEGA
RECYCLED CONTENT 2nd LOOK

Calculate LEED contribution at armstrongceilings.com/greengenie

LEED®
energy management
construction waste mgmt
regional materials
design for flexibility
EPD
recyclable/extended producer resp.
biobased materials
recycled content
sourcing of raw materials
material ingredient reporting
low emitting materials
lighting quality
acoustics

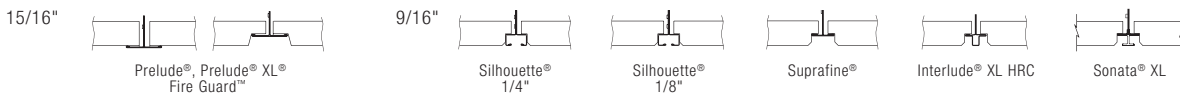
LOCATION DEPENDENT

VISUAL SELECTION

Edge Profile	Susp. Dwg. Pgs. 474-478 armstrongceilings.com/catdwgs	Item No. ♦	Dimensions (Inches)
CORTEGA® Square Lay-in			
	1	770 770M	24 x 24 x 5/8" 600 x 600 x 15mm
	1	824 824M	24 x 24 x 5/8"
	1	769 ♦ 769M	24 x 48 x 5/8" 600 x 1200 x 15mm
	1	823 823M	24 x 48 x 5/8"
	1	747	24 x 48 x 5/8"
	1	773 773M	20 x 60 x 5/8" 500 x 1500 x 15mm
	1	772 772M	24 x 60 x 5/8" 600 x 1500 x 15mm
	1	Other Size Panels	W: 12" – 30" / L: 18" – 72" 5/8" Thick
CORTEGA Tegular			
	12	704 704M	24 x 24 x 5/8" 600 x 600 x 15mm
	12	816	24 x 24 x 5/8"
	12	703 703M	24 x 48 x 5/8"
	29, 44, 48, 52, 56	2195 2195M	24 x 24 x 5/8"
	29, 44, 48, 52, 56	Other Size Panels	W: 12" – 30" / L: 18" – 72" 5/8" Thick
CORTEGA® Second Look® I			
	11	2765	24 x 48 x 3/4"
CORTEGA Second Look II			
	11	2758	24 x 48 x 3/4"
	11	2767	24 x 48 x 3/4"
	27	2776	24 x 48 x 3/4"

1 Total Acoustics® ceiling panels have an ideal combination of noise reduction and sound-blocking performance in one product. ♦ Add 2-letter color suffix to item number when specifying or ordering (e.g., 769 B L).

SUSPENSION SYSTEMS * Item 2195 – CAC 31 on 9/16" Silhouette®.



NOTE: 9/16" Cortega Second Look items are installed using Suprafine® suspension systems only.

PHYSICAL DATA

Material
Wet-formed mineral fiber

Surface Finish
Factory-applied latex paint

Fire Performance
ASTM E84 and CAN/ULC S102 surface burning characteristics. Flame Spread Index 25 or less. Smoke Developed Index 50 or less (UL labeled). Fire Guard: A fire-resistive ceiling when used in applicable UL assemblies (Class A).

ASTM E1264 Classification
Type III, Form 2, Pattern C D

Humidity/Sag Resistance
Standard performance ceiling panels are recommended where the building is enclosed and the HVAC is continuously functioning.

VOC Emissions
GREENGUARD Gold Certified
Third-party certified compliant with California Department of Public Health CDPH/EHLB/Standard Method Version 1.1, 2010. This standard is the guideline for low emissions in LEED, CalGreen Title 24, ANSI/ASHRAE/USGBC/IES Standard 189; ANSI/GBI Green Building Assessment Protocol. (Excludes 769BL)

Primary (Embodied) Energy
See all LCA information on our EPD's.

High Recycled Content
Contains greater than 50% total recycled content. Total recycled content based on product composition of post-consumer and pre-consumer (post-industrial) recycled content per FTC guidelines.

Insulation Value
2195, 704, 816, 703 – R Factor – 1.6 (BTU units);
R Factor – 0.28 (Watts units)



770, 772, 769, 773, 823, 824 – R Factor – 1.5 (BTU units);
R Factor – 0.26 (Watts units)
747, 2765, 2758, 2767, 2776 – R Factor – 1.5 (BTU units);
R Factor – 0.26 (Watts units)

Weight; Square Feet/Carton
769 – 0.61 lbs/SF; 96 SF/ctn 823 – 1.09 lbs/SF; 48 SF/ctn
704, 2195 – 0.63 lbs/SF; 747, 824 – 1.09 lbs/SF;
64 SF/ctn 64 SF/ctn
772, 773 – 0.63 lbs/SF; 2765, 2767 – 0.73 lbs/SF;
100 SF/ctn 80 SF/ctn
703 – 0.65 lbs/SF; 80 SF/ctn 2758 – 1.26 lbs/SF; 64 SF/ctn
770 – 0.69 lbs/SF; 64 SF/ctn 2776 – 0.70 lbs/SF; 80 SF/ctn
816 – 1.08 lbs/SF; 48 SF/ctn

Minimum Order Quantity
1 carton, excludes other size panels.

Metric Items Available
770M, 824M, 769M, 773M, 772M, 2195M, 704M,
703M, 823M – Metric items are subject to extended
lead times and minimum quantities. Contact your
representative for more details.

TechLine / 1 877 276-7876
armstrongceilings.com/commercial
(search: cortega)
BPCS-3017/3022-718

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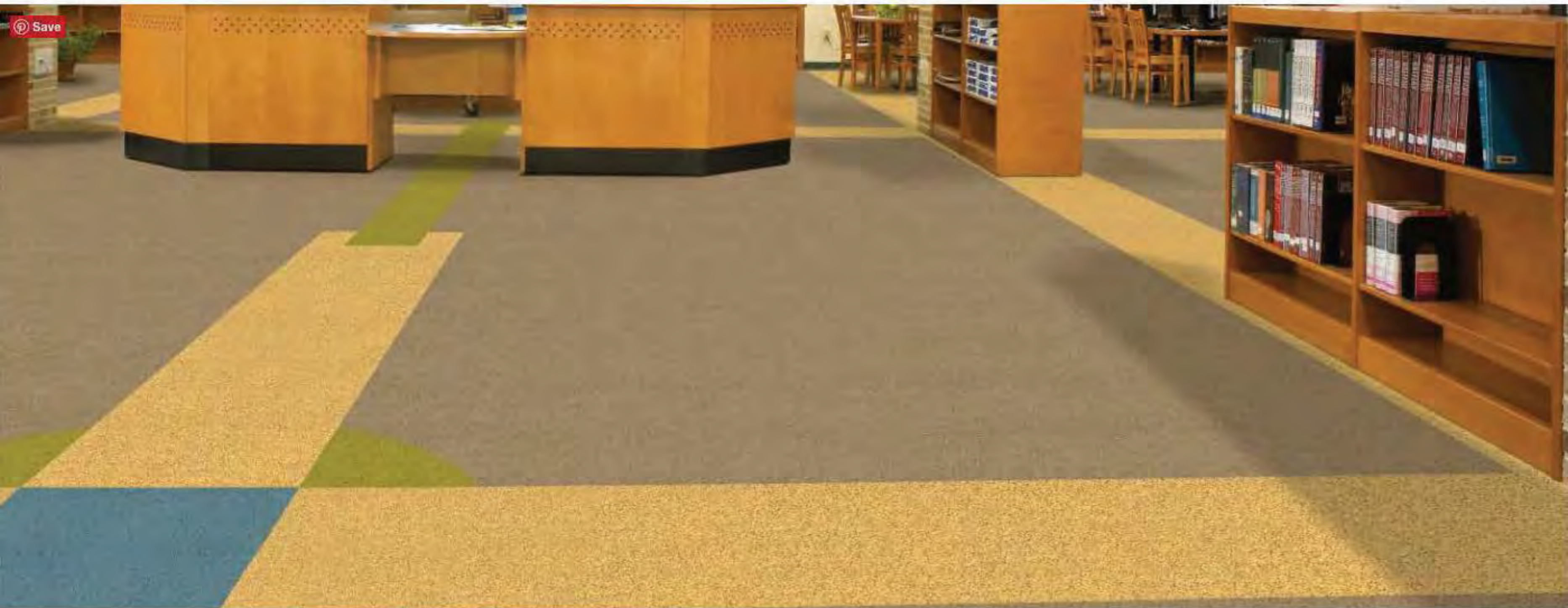
Armstrong®
CEILING & WALL SOLUTIONS

301



MINERAL FIBER

Premium Excelon Stonetex



PRODUCT SPEC PAGE

PREMIUM EXCELON® Crown Texture™ | Raffia™ | ChromaSpin™ | Stonetex® | Companion Square®
Vinyl Composition Tile (VCT)

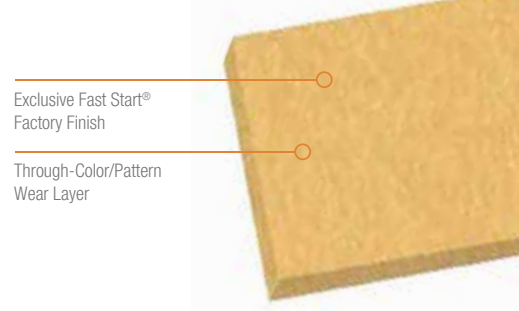
Product Information

Construction	Product Line	International Product Specifications	Overall Thickness Wear Layer Thickness	Factory Finish	Installation	Maintenance Options
Vinyl Composition Tile	Crown Texture™ Raffia™ ChromaSpin™ Stonetex® Companion Square®	ASTM F1066 - Class 2 Through Pattern ISO 10595 Type II	1/8 in. (3.2 mm)	Fast Start®	Full Spread Adhesives S-515, S-525, S-700, S-750 & S-240, Flip® Spray Adhesive	Polish

Packaging

Tile Size	Tile per Carton/Coverage	Shipping Weight per Carton
Crown Texture, ChromaSpin, Stonetex, Companion Square 12 in. x 12 in. (305 mm x 305 mm)	12 in. X 12 in. - 45 (45 sq. ft.)	12 in. X 12 in. 63 lbs. (28.6 kg)
Stonetex Only 18 in. X 18 in. (457 mm x 457 mm)	18 in. X 18 in. - 20 (45 sq. ft.)	18 in. X 18 in. 64 lbs. (29 kg)
Raffia Only 12 in. X 24 in. (305 mm x 610 mm)	12 in. X 24 in. - 22 (44 sq. ft.)	12 in. X 24 in. 61 lbs. (27.7 kg)

Product Structure



Testing

	Performance	Test Method	Requirement	Performance vs. Requirement
ASTM F 1066	Thickness	ASTM F 386	Nominal ± 0.005 in.	Meets
	Size	ASTM F 2055	± 0.016 in. per linear foot	Meets
	Squareness	ASTM F 2055	0.010 in. max	Meets
	Indentation – One Minute	ASTM F 1914	≥ 0.006 in. to ≤ 0.015 in.	Meets
	Indentation @ 115°F	ASTM F 1914	< 0.032 in.	Meets
	Impact	ASTM F 1265	No cracks beyond limit	Meets
	Deflection	ASTM F 1304	1.0 in. minimum	Meets
	Dimensional Stability	ASTM F 2199	≤ 0.024 in. per linear foot	Meets
	Chemical Resistance	ASTM F 925	No more than slight change in surface dulling, attack or staining	Meets
	Resistance to Heat	ASTM F 1514	ΔE not greater than 8.0	Meets
Additional	Static Load Resistance	ASTM F 970	≤ 0.005 in.	125 psi
	Fire Test Data – Flame Spread	ASTM E 648	0.45 W/cm² or more Class I	Meets
	Fire Test Data – Smoke Evolution	ASTM E 662	450 or less	Meets
	Fire Test Data – Canada	CAN/ULC S102.2	Use dependent	Flame Spread - 0 Smoke Developed - 30

PRODUCT SPEC PAGE

PREMIUM EXCELON® Crown Texture™ | Raffia™ | ChromaSpin™ | Stonetex® | Companion Square® Vinyl Composition Tile (VCT)

Maritime Usage

IMO Resolution A653 (16) Surface Flammability Test - IMO Resolution MSC 61(67) Annex 1 Part 5 and Annex 2 Smoke and Toxicity Test - IMO Resolution MSC 61(67) Annex 1 Part 2 and Annex 2	Passes Passes
Safety Of Life at Sea (SOLAS) 1974 Regulation II-2/3,40.5,3.2.4 II-2/5,3.2.4 II-2/6.2	Compliant
United States Coast Guard	Approved

Sustainability

Certification Attribute	Standard	3rd party Certification/Certifier
Low-Emitting Material	CDPH v1.1 (2017) a.k.a CHPS 01350	FloorScore/SCS
Environmental Product Declaration (EPD)	ISO 14025	Yes/ASTM International
Plant Quality	ISO 9001	Yes/SAI Global

Performance	Standard	Requirement	Performance vs. Requirements
TVOC Range	CDPH v1.1 (2017) a.k.a CHPS 01350	<0.5 mg/m ³	Meets
Low Emitting Adhesives S-515 S-525 S-700 S-750 S-240 Flip® Spray Adhesive*	SCAQMD Rule #1168	Less than 50 g/L	S-515 Exceeds – 0 g/L S-525 Exceeds – 16 g/L S-700 Exceeds – 0 g/L S-750 Exceeds – 5 g/L S-240 Exceeds – 10 g/L Flip® Exceeds – 0 g/L
Material Ingredients (Option 1)	LEED v4	Content disclosure to 1000 ppm	Meets (See Armstrong Product Declaration)
Recycled Content	ISO 14021	Contains recycled content	Meets: 40% Total - ChromaSpin™, (10% Post-Consumer and 30% Pre-Consumer) 30% Pre-Consumer - Raffia™, Companion Square®, Stonetex® 25% Total - Crown Texture™ (5% Post-Consumer and 20% Pre-Consumer)

* Flip® Spray Adhesive is Cradle to Cradle Silver certified.

Limited Warranty

5-year Commercial Warranty when installed in accordance with Armstrong's Guaranteed Installation Systems manual, F-5061.

Links

Installation Instructions	www.ArmstrongFlooring.com/flooring-downloads
Maintenance Information	www.ArmstrongFlooring.com/flooring-downloads
View the Full Line	www.Armstrong.com/commflooringna/products/vct
Product Transparency	www.ArmstrongFlooring.com/transparency
Email Techline	www.ArmstrongFlooring.com/flooring-techline
Visit Floor Expert	www.floorexpert.com



DESIGN

Tufted Pile Weight:	12.0 oz. per sq. yd. (407 g/m2)
Product Type:	Broadloom
Construction:	Tufted
Minimum Sq. Yd.:	No Minimum
Surface Texture:	Level Loop
Gauge:	1/10 (39.37 rows per 10 cm)
Density:	4,716
Weight Density:	56,592
Stitches Per Inch:	9.0 (35.43 per 10 cm)
Finished Pile Thickness:	.099" (2.51 mm)
Dye Method:	Solution Dyed
Backing Material:	Weldlok®
Fiber Type:	EnviroStrand™ PET
Pattern Repeat:	None
Width:	12' width (3.66 m)
Soil Release Technology:	Sentry Plus
Foot Traffic Recommendation TARR:	Heavy

SUSTAINABILITY

IAQ Green Label Plus:	CRI Green Label Plus GLP0350
Pre-Consumer Recycled Content:	1%
Post-Consumer Recycled Content:	27%
Declare Label:	Declared Red List Free

PERFORMANCE

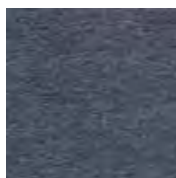
Static:	AATCC-134 Under 3.5 KV
Flammability:	ASTM E 648 Class 1 (Glue Down)
Smoke Density:	ASTM E 662 Less than 450

SERVICE

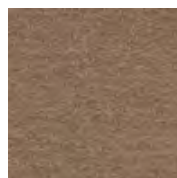
Warranties:	10 Year Limited Wear Warranty, 10 Year Limited Static Protection Warranty, 10 Year Stain Resistance Warranty, 10 Year Limited Colorfastness to Light, 10 Year Limited Colorfastness to Atmospheric Contaminants
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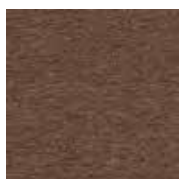
383
Clay
Quickship Available



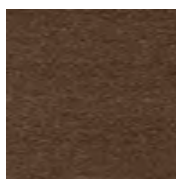
589
Cobalt
Quickship Available



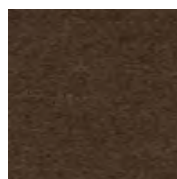
748
Praline
Quickship Available



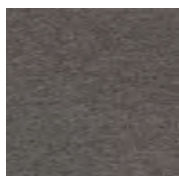
852
Chestnut
Quickship Available



869
Hickory
Quickship Available



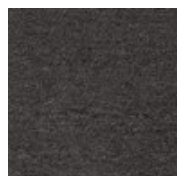
889
Walnut
Quickship Available



949
Pewter
Quickship Available



959
Nickel
Quickship Available



979
Charcoal
Quickship Available



999
Onyx
Quickship Available



FLOOR | WALL

LINDEN POINT™

GLAZED PORCELAIN FLOOR, GLAZED CERAMIC WALL & MOSAIC
with REVEAL IMAGING®

 **daltile**®
IMAGINE WHAT'S POSSIBLE™



Cover photo features Linden Point™ Grigio 12 x 24 floor tile on the floor with Grigio 10 x 14 wall tile and 2 x 2 mosaic on the wall. Above photo features Linden Point™ Grigio 12 x 24 floor tile in a grid pattern on the floor.

Find Modern Appeal in a Soft Stone Look

The contemporary look of Linden Point™ emulates a soft linear stone with varying horizontal veining. Its soft texture finish and versatile color palette are offered in the popular 12 x 24 floor tile and 10 x 14 wall tile as well as a 2 x 2 mosaic. Enhance your space with the modern and versatile look of Linden Point.

- CONTEMPORARY VISUAL
 - Emulates the modern look of soft stone
 - Features flowing linear movement and texture
- MODERN AND VERSATILE
 - Versatile warm color palette
 - Contemporary and popular floor, wall and mosaic sizes



POST-CONSUMER RECYCLED MATERIALS



PRE-CONSUMER RECYCLED MATERIALS



REVEAL IMAGING®

All or select items within this series meet the requirements for these qualifications. For more information visit daltile.com.

USAGE

Floors Walls Countertops

F **W** **C**



0.4% or less water absorption

GLAZED PORCELAIN FLOOR TILE



BIANCO LP19



BEIGE LP20



GRIGIO LP21

GLAZED CERAMIC WALL TILE



BIANCO LP19



BEIGE LP20



GRIGIO LP21

2 x 2 GLAZED CERAMIC MOSAIC



BIANCO LP19



BEIGE LP20






GRIGIO LP21

LINDEN POINT™

GLAZED PORCELAIN FLOOR, GLAZED CERAMIC WALL & MOSAIC with REVEAL IMAGING®

SIZES

			Thickness	Sq. Ft./ Carton	Pieces/ Carton
	12 x 24 Floor Tile*	(11-13/16" x 23-13/16") (30.00 cm x 60.48 cm)	3/8"	11.58	8
	10 x 14 Wall Tile	(9-13/16" x 13-15/16") (24.99 cm x 35.40 cm)	5/16"	14.25	15
	2 x 2 Mosaic (Dot-mounted on 12" x 24" Sheet)	(12" x 24" Sheet) (30.48 cm x 60.96 cm Sheet)	1/4"	24.00	12

* This product is manufactured regionally. Slight variances in size and shading may occur between regions. Please contact your sales representative to verify carton square footage. As with all tile projects, be sure to purchase sufficient quantities with your initial order.

APPLICATIONS

	Target DCOF wet	Suitable
Dry & Level – Interior Floor	N/A	✓†
Wet & Level – Interior Floor	≥ 0.42	✓†
Shower Floors (Residential or Light Commercial)	≥ 0.42	✓*
Exterior Floor Applications (including pool decking & other wet areas with minimal footwear)	≥ 0.60	
Ramps & Inclines	≥ 0.65	
Walls/Backsplashes	N/A	✓
Countertops	N/A	✓†
Pool Linings	N/A	✓*

A DCOF value of ≥ 0.42 is the standard for tiles specified for level interior spaces expected to be walked upon when wet, as stated in ANSI A137.1-2012, Section 9.6. For more information about DCOF and the DCOF AcuTest™, visit daltile.com/DCOF.

APPLICATION NOTES:






Floor tile suitable for exterior applications in freezing and non-freezing climates, when proper installation methods are followed.

Wall and mosaic tile suitable for exterior applications in non-freezing climates, when proper installation methods are followed.


† Wall tile not suitable for this application.

* Mosaic tile only

TRIM

	Type	Number	Size	Pieces/ Carton
	Bullnose	P-43C9	3 x 12	30
	Wall Bullnose	S-4310	3 x 10	54
	Wall Bullnose Corner	SN-4310	3 x 3	32
	Quarter Round	A-106	1 x 6	152
	Quarter Round Corner	UC-106	1 x 1	40

INSTALLATION

Grout Joint Recommendation	Shade Variation
<p>Floor: 3/16" (Overlap should not exceed 33% when installing tile with a length 15" or greater in a staggered brick-joint pattern.)</p> <p>Wall: 1/16"</p> <p>Mosaic: 1/8"</p>	 High (V3)

PERFORMANCE CHARACTERISTICS

	ASTM#	Floor Result	Wall Result	Mosaic Result
Water Absorption	C373	< 0.5%	< 20.0%	< 3.0%
Breaking Strength	C648	> 275 lbs	120-230 lbs	> 250 lbs
Scratch Hardness	MOHS	7.0	4.0-6.0	7.0
Chemical Resistance	C650	Resistant	Resistant	Resistant
Abrasion Resistance	C1027	4	N/A	3

For additional information on test results, visit us at: daltile.com/information/TestResults.

NOTES

Since there are variations in all fired ceramic and natural products, tile and trim supplied for your particular installation may not match samples. Final confirmation should be made from actual tiles and trim prior to installation. Manufactured in accordance with ANSI A137.1 standards.

Not for use on ramps. Water, oil, grease, improper drainage and certain footwear can create slippery conditions. Floor applications expected to be exposed to these conditions require extra caution in product selection.

For additional information refer to "Factors to Consider" at: daltile.com/Factors.

Special consideration needs to be given when installing tiles greater than 15 inches.

Please refer to daltile.com/LargeTiles for more information.

Use of a latex modified thin-set is recommended for installation. For more information, visit daltile.com.



DESIGNED TO HELP EARN LEED™ CREDITS. For more detailed information, visit daltilegreenworks.com.

7834 C.F. Hawn Freeway,
Dallas, Texas 75217 | 1.800.933.TILE

To view the complete collection of Daltile® products and information, visit our website at daltile.com.



IMAGINE WHAT'S POSSIBLE™

©2017 Daltile (12/17)

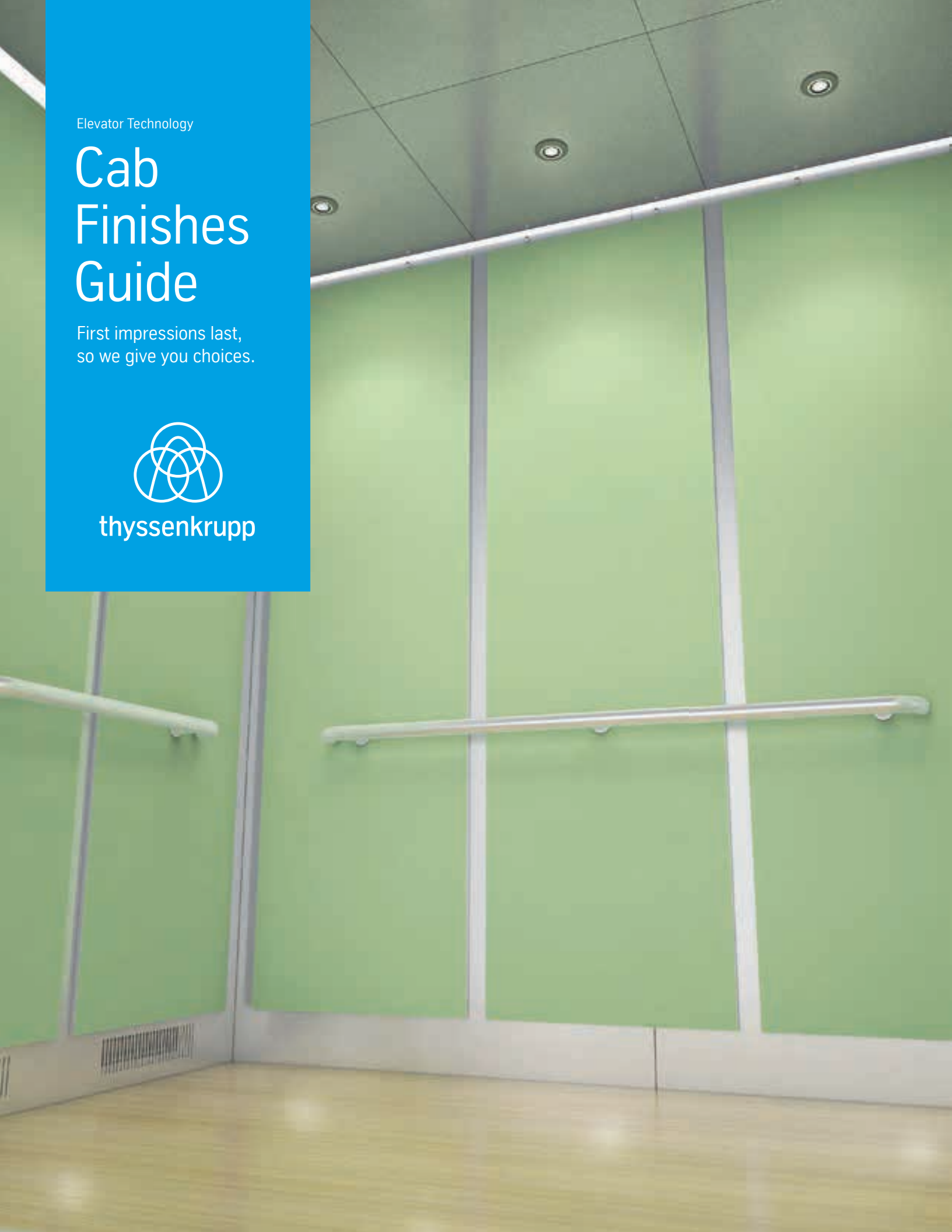
Elevator Technology

Cab Finishes Guide

First impressions last,
so we give you choices.



thyssenkrupp





Plastic laminates

Pictured above: Blackened Fiberwood (8916)

Our designer-selected laminate line includes wood, solid and pattern finishes. All laminates are added urea-formaldehyde free.

Woods



White Painted Wood
8902



Waxed Maple
8905



Fox Teakwood
8907



Danish Maple
8906



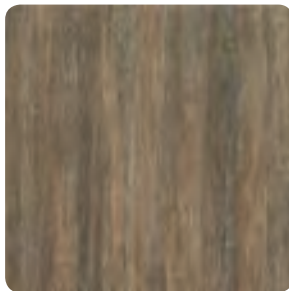
Planked Deluxe Pear
6206



Select Cherry
7759



Blackened Fiberwood
8916



Walnut Fiberwood
8915



Storm Teakwood
8908

Hydraulic machine room-less

endura MRL

Twinpost above-ground



Jack types	Travel	Speed	Capacity
1-Stage	12'-8" ¹	80, 110, 150 fpm	2100-4000 lbs
2-Stage	23'-2½" ¹	80, 110, 150 fpm	2100-4000 lbs
3-Stage	33'-6½" ¹	80, 100, 125, 150 fpm	2100-4000 lbs

Click jack type for specific product specs

Capacity (lbs)	1- and 2-Stage		3-Stage		Door type	Door width E
	Hoistway ^{2,7} A x B	Hoistway ⁷ A x B	Front/rear	Inside clear C x D		
2100 ³	7'-4" x 5'-9"	7'-8" x 5'-9"	F	5'-8" x 4'-3"	One-speed	3'-0"
2100 ³	7'-4" x 6'-8¾"	7'-8" x 6'-8¾"	F/R	5'-8" x 4'-3½"	One-speed	3'-0"
2500	8'-4" x 5'-9"	8'-8" x 5'-9"	F	6'-8" x 4'-3"	One-speed	3'-6"
2500	8'-4" x 6'-8¾"	8'-8" x 6'-8¾"	F/R	6'-8" x 4'-3½"	One-speed	3'-6"
3000	8'-4" x 6'-3"	8'-8" x 6'-3"	F	6'-8" x 4'-9"	One-speed	3'-6"
3000	8'-4" x 7'-2¼"	8'-8" x 7'-2¼"	F/R	6'-8" x 4'-9½"	One-speed	3'-6"
3500 ⁴	8'-4" x 6'-11"	8'-8" x 6'-11"	F	6'-8" x 5'-5"	One-speed	3'-6"
3500 ⁴	8'-4" x 7'-10¾"	8'-8" x 7'-10¾"	F/R	6'-8" x 5'-5½"	One-speed	3'-6"
4000 ⁴	9'-4" x 6'-11"	9'-8" x 6'-11"	F	7'-8" x 5'-5"	One-speed	3'-6"/4'-0"
4000 ⁴	9'-4" x 7'-10¾"	9'-8" x 7'-10¾"	F/R	7'-8" x 5'-5½"	One-speed	3'-6"/4'-0"

Dimensional data shown above is for both seismic and non-seismic zones and complies with current ASME A17.1 and CSA B44 Safety Code for Elevators. Local codes may vary from the national codes. Consult your thyssenkrupp Elevator representative for details.

- F** Inside clear height: 7'-4" ⁵
- G** Door clear height: 7'-0"
- P** Minimum pit depth: 4'-0"
- O** Minimum overhead:
 - Up to 100 fpm: Over 100 fpm:
 - 1-Stage – 12'-2" 1-Stage – 12'-5"
 - 2-Stage – 12'-8" 2-Stage – 12'-8"
 - 3-Stage – 12'-11" 3-Stage – 12'-11"
- S** Safety beam required per OSHA 1926.502 ⁶
- T** Max travel possible ¹:
 - 1-Stage:
 - Up to 100 fpm – 18'-11"
 - Over 100 fpm – 18'-8"
 - 2-Stage: 28'-6"
 - 3-Stage: 48'-3½"

¹ A 5'-0" min. pit is required for additional travel. Travel above 13'-8" (1-Stage) or 25'-2½" (2-Stage) or 36'-6½" (3-Stage) requires additional pit and/or overhead by adding 1" for every 1" (1-Stage) or 2" (2-Stage) or 3" (3-Stage) of additional travel. Max increase 2'-0" allowed in overhead.

² In areas where a 7" deep pit ladder is required, additional hoistway width or wall pocket will be required.

³ This capacity is not available with center opening doors.

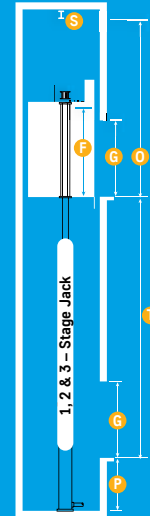
⁴ To meet the requirements of IBC code for 84" stretchers, a 4'-0" center opening (for 4000 lbs capacity only) or 3'-6" side opening (for 3500 lbs or 4000 lbs capacity) door is required. For a 3500 lbs capacity car with front and rear doors, the doors must be in adjacent corners.

⁵ Dimension shown is based on suspended ceiling design. An increase in cab height will result in an increase in overhead requirements.

⁶ Provided and installed by others, as directed by your thyssenkrupp Elevator representative. Clear overhead is shown to the bottom of the safety beam.

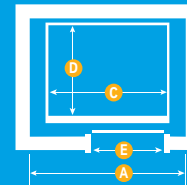
⁷ For multiple elevators: Add 4" for a divider beam between hoistways.

Front opening (F)

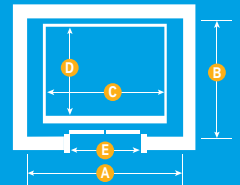


- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

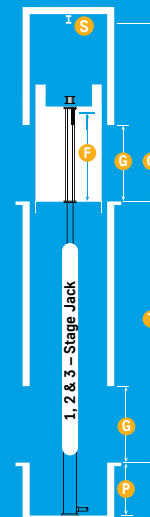
One-speed side opening doors



One-speed center opening doors

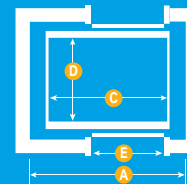


Front and rear opening (F/R)

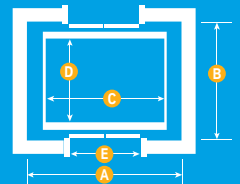


- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

One-speed side opening doors

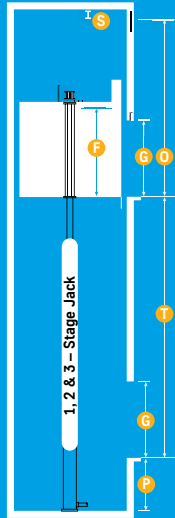


One-speed center opening doors

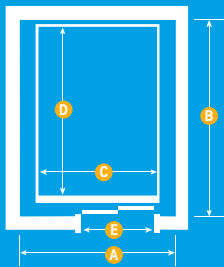


Front opening (F)

- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel

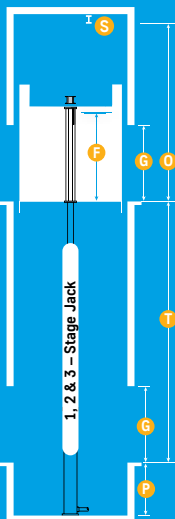


Two-speed side opening doors

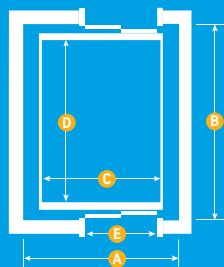


Front and rear opening (F/R)

- A** Hoistway width
- B** Hoistway depth
- C** Inside clear width
- D** Inside clear depth
- E** Door clear width
- F** Inside clear height
- G** Door clear height
- O** Minimum overhead
- P** Minimum pit depth
- S** Safety beam
- T** Travel



Two-speed side opening doors



Hydraulic machine room-less

endura MRL

Twinpost above-ground

Jack types	Travel	Speed	Capacity
1 Stage	12'-8" ¹	80, 110, 150 fpm	4500-5000 lbs
2 Stage	23'-2½" ¹	80, 110, 150 fpm	4500-5000 lbs
3 Stage	33'-6½" ¹	80, 100, 125, 150 fpm	4500-5000 lbs

Click jack type for specific product specs

Service	1- and 2-Stage	3-Stage				
Capacity (lbs)	Hoistway ^{2,6} A x B	Hoistway ⁶ A x B	Front/rear	Inside clear C x D	Door type	Door width ³ E
4500	7'-4" x 9'-6½"	7'-8" x 9'-6½"	F	5'-8" x 7'-9½"	Two-speed	4'-0"/4'-6"
4500	7'-4" x 10'-9¼"	7'-8" x 10'-9¼"	F/R	5'-8" x 7'-10"	Two-speed	4'-0"/4'-6"
5000	7'-4" x 10'-2"	7'-8" x 10'-2"	F	5'-8" x 8'-5"	Two-speed	4'-0"/4'-6"
5000	7'-4" x 11'-4¾"	7'-8" x 11'-4¾"	F/R	5'-8" x 8'-5½"	Two-speed	4'-0"/4'-6"
5000H	7'-4" x 10'-9"	7'-8" x 10'-9"	F	5'-8" x 9'-0"	Two-speed	4'-0"/4'-6"
5000H	7'-4" x 11'-11¼"	7'-8" x 11'-11¼"	F/R	5'-8" x 9'-0½"	Two-speed	4'-0"/4'-6"

Dimensional data shown above is for both seismic and non-seismic zones and complies with current ASME A17.1 and CSA B44 Safety Code for Elevators. Local codes may vary from the national codes. Consult your thyssenkrupp Elevator representative for details.

- F** Inside clear height: 7'-4" ⁴
- G** Door clear height: 7'-0"
- P** Minimum pit depth ¹: 4'-0"
- O** Minimum overhead:
Up to 100 fpm: Over 100 fpm:
1-Stage – 12'-2" 1-Stage – 12'-5"
2-Stage – 12'-8" 2-Stage – 12'-8"
3-Stage – 12'-11" 3-Stage – 12'-11"
- S** Safety beam required per OSHA 1926.502 ⁵
- T** Max travel possible:
1-Stage:
Up to 100 fpm – 18'-11"
Over 100 fpm – 18'-8"
2-Stage: 28'-6"
3-Stage: 48'-3½"

¹ A 5'-0" min. pit is required for additional travel. Travel above 13'-8" (1-Stage) or 25'-2½" (2-Stage) or 36'-6½" (3-Stage) requires additional pit and/or overhead by adding 1" for every 1" (1-Stage) or 2" (2-Stage) or 3" (3-Stage) of additional travel. Max increase 2'-0" allowed in overhead. (For 4500 and 5000 lbs capacities, max additional travel and speed could be reduced based on cab weights. Consult your thyssenkrupp Elevator representative for details.)

² In areas where a 7" deep pit ladder is required, additional hoistway width or wall pocket will be required.

³ With optional 4'-6" two-speed side opening door, hoistway width becomes 8'-2".

⁴ Dimension shown is based on suspended ceiling design. An increase in cab height will result in an increase in overhead requirements.

⁵ Provided and installed by others, as directed by your thyssenkrupp Elevator representative. Clear overhead is shown to the bottom of the safety beam.

⁶ For multiple elevators: Add 4" for a divider beam between hoistways.

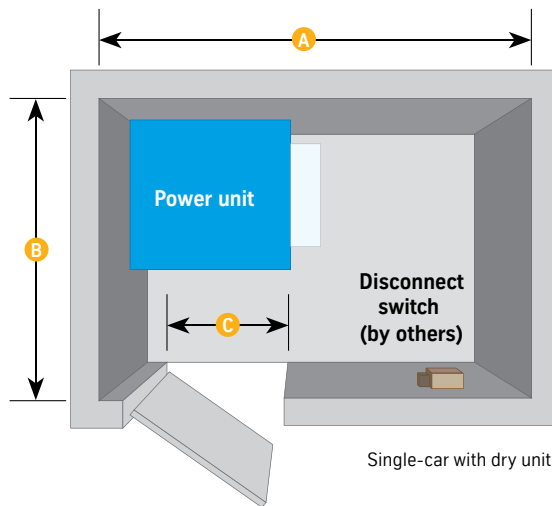
Machine room

Hydraulic elevator machine rooms

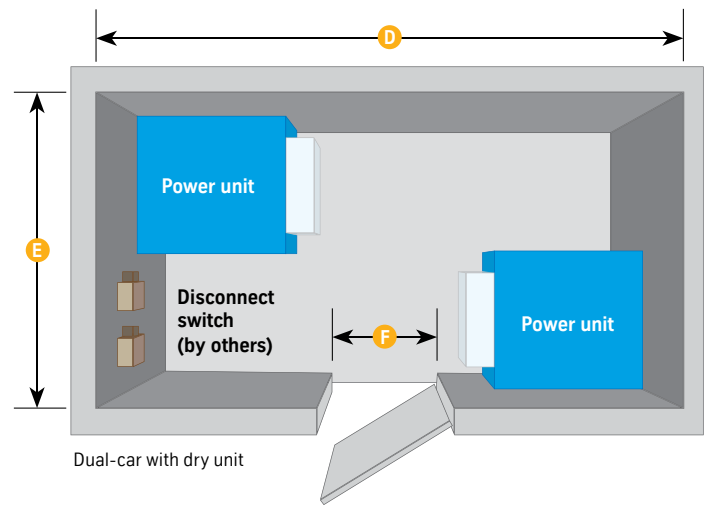
Your endura system determines the machine room you'll need.*

The most desirable controller closet location is on the lowest floor served, adjacent to the elevator hoistway. At an additional cost, the machine room can be located remotely from hoistway.

Single-car configurations



Dual-car configurations



Smaller machine rooms available in some cases. Consult your thyssenkrupp Elevator representative if needed.

Single-car					
Power unit	A	B	C ¹	Door height	Room height
Submersible (large)	7'-2"	7'-1½"	4'-0"	Min 7'-0"	Min 7'-6"
Dry (large)	9'-10"	5'-6"	4'-0"	Min 7'-0"	Min 7'-6"

Dual-car					
Power unit	D	E	F ¹	Door height	Room height
Submersible (large)	10'-5½"	10'-5½"	4'-0"	Min 7'-0"	Min 7'-6"
Dry (large)	14'-7"	7'-0¾"	4'-0"	Min 7'-0"	Min 7'-6"

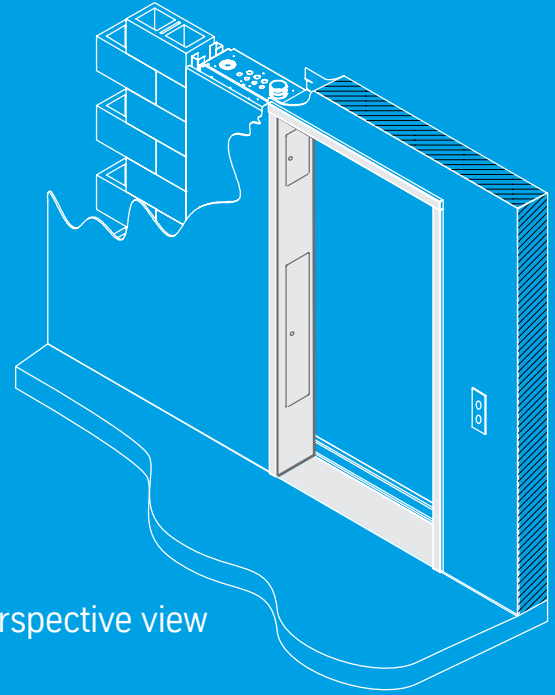
¹ Clear opening.

* Consult your thyssenkrupp Elevator representative to help determine your needs, as machine room arrangements may vary from those shown.

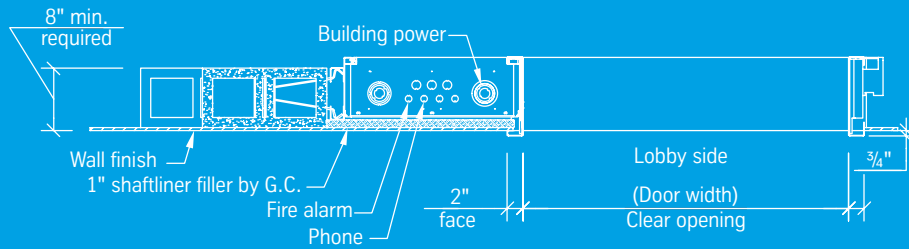
Hydraulic MRL controller details

endura MRL controller

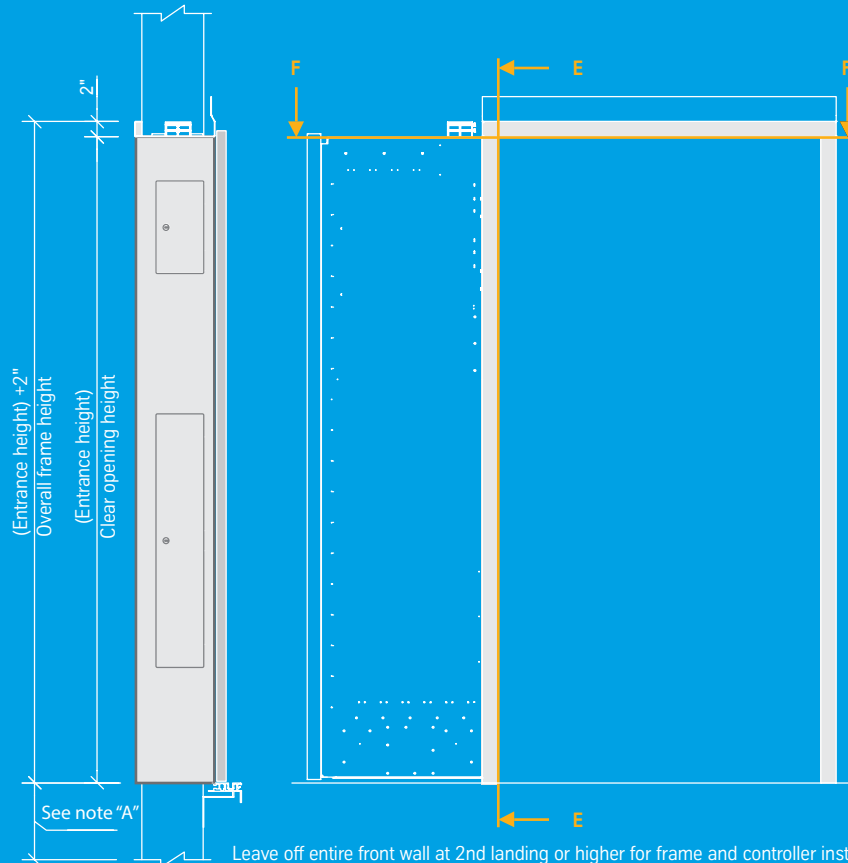
Our endura MRL is designed to maximize space because the controller is in the elevator entrance jamb. As a result, we require a minimum 8" actual wall thickness at the floor where the controller will be located. The wall construction can be done with dry wall or masonry block. For installation purposes, however, the entire wall at the controller level must be left out until the elevator frame and controller are in place. The controller must be located at the landing directly above the lowest landing served by the elevator. If that is not possible, the location must be coordinated with your thyssenkrupp Elevator representative.



Entrance plan view F-F



Section E-E



Note A: 8" minimum structural support for sill installation.

These illustrations are for reference purposes and not for construction purposes.



Machines

Our machines transport elevators up to 600 feet per minute (fpm). There's no machine room, so you have more leasable building space.

- ⊖ **Belts and small sheaves**
Belts bend better than steel ropes, so sheaves are smaller.
- ⊖ **Gearless system**
Improves ride quality while increasing energy efficiency.



Rail-supported

evolution 200 is supported entirely by its rails, rather than your building.

- ⊖ **Hoistway**
Because evolution 200 uses smaller components, literally everything fits into its hoistway.
- ⊖ **Overhead and pit**
These are smaller giving you more leasable building space.



Controller

Fits into a tiny 8-inch door jamb and is fully-digital. Because there aren't loud mechanical contactors, this elevator is extremely quiet.

- ⊖ **Regenerative drive**
Captures unused energy and feeds it back into your building grid. Comes standard in evolution 200.



Cab

evolution 200 has up to 1500-pound cab weight allowance depending on car configuration. This lets you choose heavy finishes, such as marble, and not slow your elevator.

- ⊖ **LED lights**
These come standard. You won't have to change your lightbulbs for decades.
- ⊖ **Standby mode**
Fans and lights turn off when the elevator is not in use.

Cab accessory options

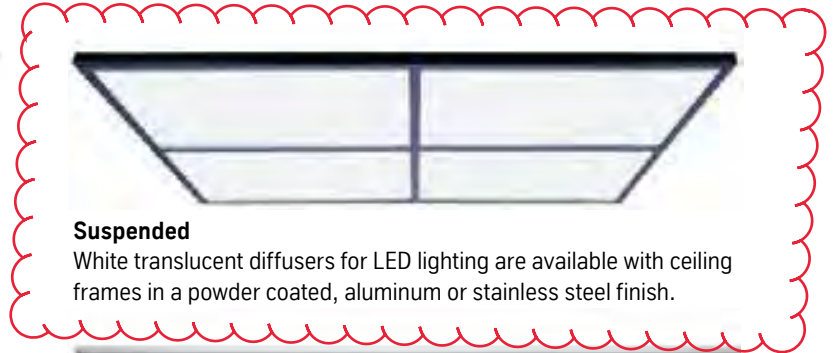
Ceilings



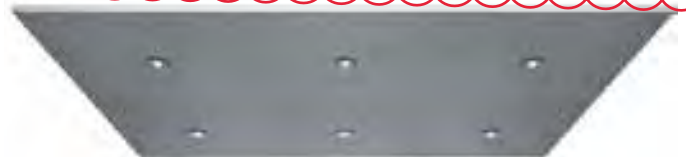
Basic flat
Exposed cab top with optional recessed lighting is available in a powder coated steel finish. Ideal for service cars.



Downlight²
Metal pan downlight ceiling features LED lighting. Lights are mounted in your choice of powder coated or stainless steel ceiling panels.



Suspended
White translucent diffusers for LED lighting are available with ceiling frames in a powder coated, aluminum or stainless steel finish.



Island downlight^{2,3}
Particle board core faced with your choice of plastic laminate, stainless steel or bronze. Houses a concealed emergency exit, as well as concealed metal framework.

Handrails



Cylindrical
1½" cylindrical handrail is a continuous metal form with ends turned toward the wall. We also offer straight endcaps in lieu of the returned ends. Comes in brushed stainless steel.



Flat bar
Metal bar handrail is available in ¼" thickness and 2", 4", or 6" widths. Comes in brushed stainless steel.

Sills

Our cab sill finishes allow you to match your sills to any other design component inside the cab. The standard sill design is aluminum or bronze. You can upgrade the finish to nickel silver for maximum durability.

Aluminum¹

Nickel silver



Braille



Option 1
Resin braille plate with raised floor and elevator identification. Adhered to door jamb.



Option 2
Surface mount cast Braille plate with raised floor elevator identification.

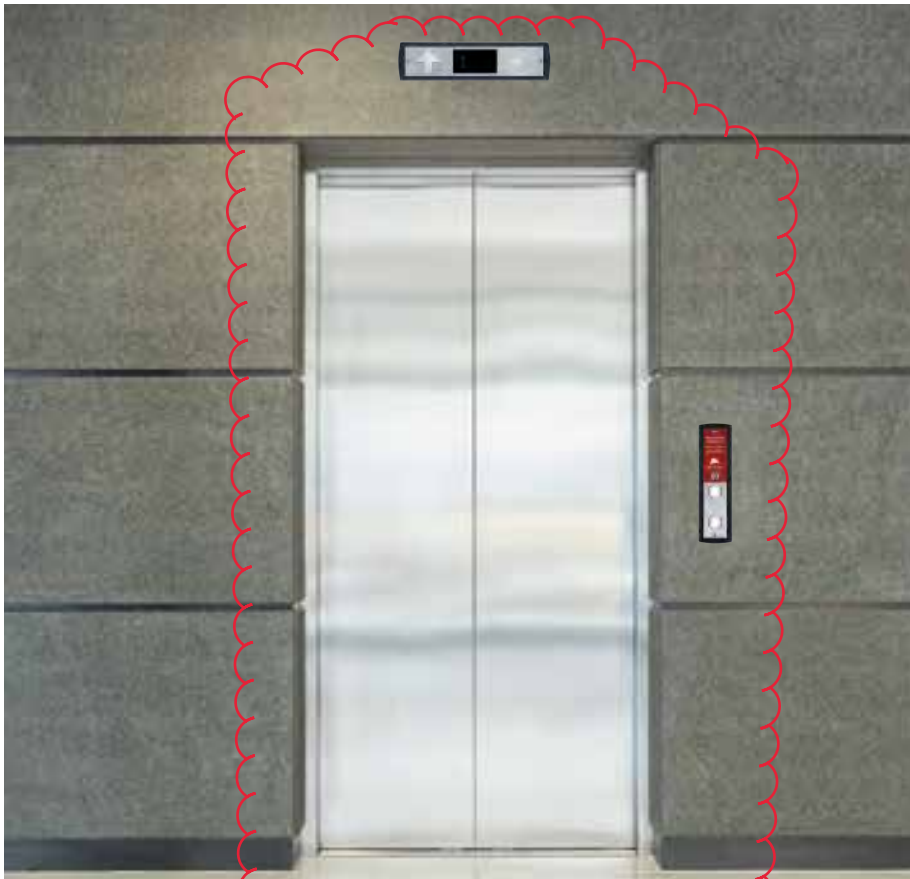


Option 3
Flush (inlaid) mount cast Braille plate with raised floor elevator identification.

¹ Comes standard. Finishes may vary based on your project selections. ² Lighting options may vary depending on cab size. ³ Not available on all models.

Standard fixtures

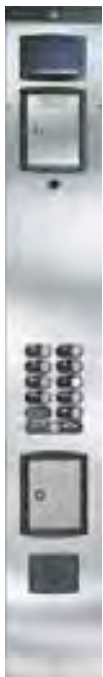
Signa4



Car operating panel

Hall position indicator

Intermediate hall station with fire services, appendix H and appendix O signage



Terminal hall lantern with arrow or domes



Intermediate hall lantern and car riding lantern with arrow or domes



Intermediate hall station



Position indicator and hall lantern
Available in discrete or digital display



Intermediate hall station
With fire services devices



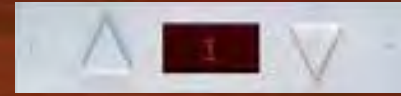
Push button
Available in blue & white LED lighting

Product details

- ⊖ Satin stainless-steel finish with charcoal trim
- ⊖ Allows for renovation of metal finish without requiring removal of box or frame

Upgraded fixtures

Traditional



Position indicator
With directional arrows



Intermediate hall station
With fire services devices

Car operating panel



Intermediate hall lantern and car riding lantern with arrows



Terminal hall lantern



Terminal hall station with fire services, appendix H and appendix O signage



Intermediate hall station



Push button
Available in blue, white, red and green LED lighting

Product details

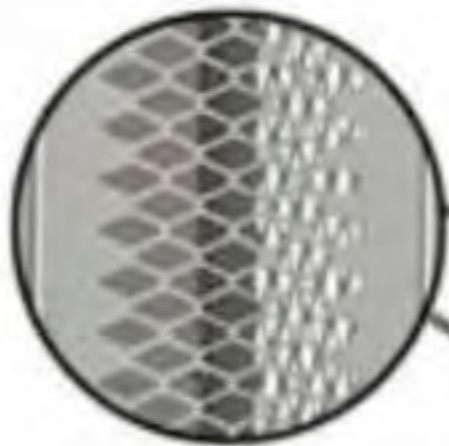
- ⊕ Faceplates in brushed or polished stainless steel
- ⊕ Position indicator displays car location with matrix of red LED-illuminated dots
- ⊕ Buttons available with white, blue, red or green LED lighting



Coat hooks for hanging items



Name/number plate (optional engraving available upon request)



Vents for visibility and maximum airflow



Lift up handle and recessed hasp (accepts built-in lock or padlock)



SALS BURY
INDUSTRIES

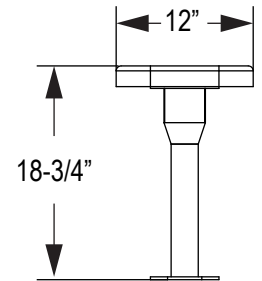
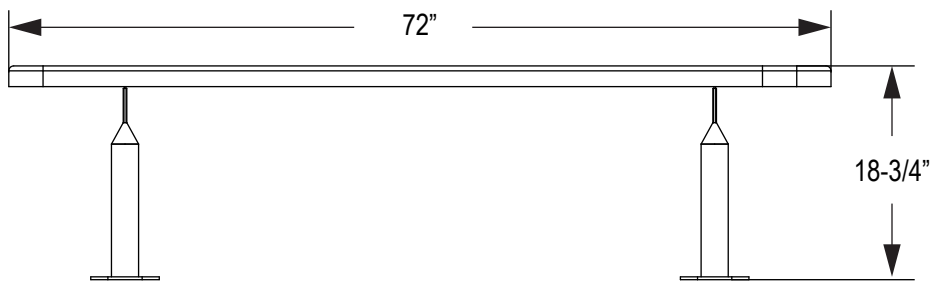
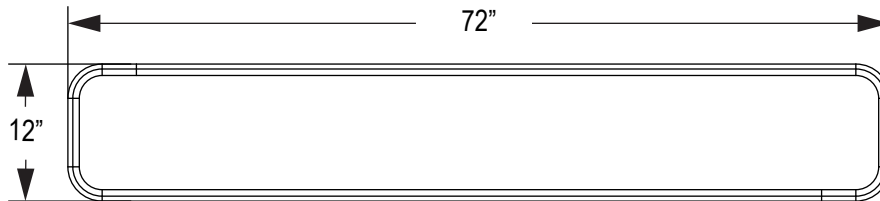
People Committed to Quality Since 1936[®]



Model # 942SM-V6

Dimension Sheet

6' Park Bench W/Out Back, 2" X 12" Planks, Surface Mount, Diamond



DESIGN

ECONOMICAL

COMPLIANT

DURABLE

SUSTAINABLE

HPLSERIES

Partition Collection

HPL Accent

Exceptional Colors/Patterns

Concealed Hardware

Clean, Flush Panels

Stainless Steel Edging

Anodized Aluminum Headrail

Emergency Access

Stainless Steel Hardware

Refined Fit and Finish



BUILDING VALUE SINCE 1906

HPL Metro

Exceptional Colors/Patterns

Concealed Hardware

Clean, Flush Panels



Polished Stainless Steel Hinges

Anodized Aluminum Headrail

Emergency Access

Stainless Steel Hardware

Refined Fit and Finish



Standard Colors

DESIGNER WHITE D354-60					
WHITE CARRARA 4924-38					
ANTIQUÉ WHITE 1572-60					
NATURAL ALMOND D30-60					
BEIGE 1530-60					
GREY 1500-60					
SATIN STAINLESS 4830K-18*					
PLATINUM D315-60					
DESERT ZEPHYR 4841-60					
NATURAL CANVAS 7022-58					
GREY NEBULA 4622-60					
PEWTER MESH 4878-38					
EVENING TIGRIS 4674-60					
NATURAL TIGRIS 4669-60					
WHEAT STRAND 6212-58					
SLATE GREY D91-60					
SHADOW D96-60					
TUNGSTEN EV 4814-60					
SPICED ZEPHYR 4859-60					
WINDSWEPT BRONZE 4794-60					
BURNT STRAND 6307-58					
GRAPHITE NEBULA 4623-60					
GREEN TIGRIS 4667-60					
CHESTNUT WOODLINE 5884-58					
CHOCOLATE WARP 5881-58					
NAVY GRAFIX 7018-58					
BRITTANY BLUE D321-60					
SMOKEY BROWN PEAR 5488-58					
FIGURED MAHOGANY 7040A-60					
XANADU 7945K-38*					
SPECTRUM BLUE 851-58					
HOLLYBERRY D307-60					
LEAF GREEN 8820-58					
BASALT SLATE 3690-58					
BLACK 1595-60					

* PREMIUM COLORS CARRY AN UP-CHARGE NOT TO EXCEED 10% OF TOTAL COST.

PANELS OVER 60" WIDE WITH DIRECTIONAL PATTERNS AND FINISHES WILL BE SPLICED, JOINING THE 2 PIECES ON THE PARTICLE BOARD AT AN ADDITIONAL CHARGE.

HPL COLORS ARE PRINTED REPRODUCTIONS AND ARE FOR DESCRIPTIVE PURPOSES ONLY. REFER TO MANUFACTURER'S SAMPLES FOR ABSOLUTE COLOR FIDELITY. COLOR GUIDES AND SAMPLES ARE AVAILABLE FROM BOBRICK ON REQUEST.

RAPID RESPONSE: LEAD-TIME FOR 35 STANDARD COLORS, ON ORDERS OF UP TO 15 COMPARTMENTS, IS 2 BUSINESS DAYS FOR 1550/1540 AND 10 BUSINESS DAYS FOR 1530/1040/1030 AFTER ORDER APPROVAL .

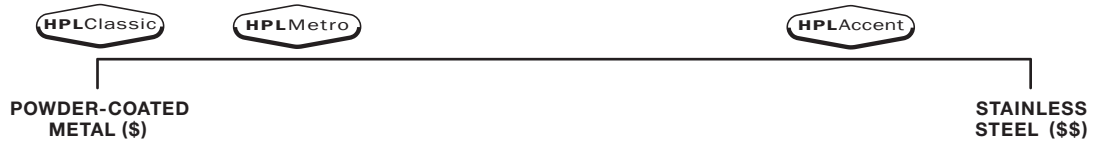
LEAD-TIME FOR A SUBSTANTIAL SELECTION OF STOCKED WILSONART®, FORMICA®, NEVAMAR®, AND PIONITE® COLORS, ON ORDERS OF UP TO 15 COMPARTMENTS, IS 5 BUSINESS DAYS FOR 1550/1540 AND 20 BUSINESS DAYS FOR 1530/1040/1030 AFTER ORDER APPROVAL.



Partition Collection

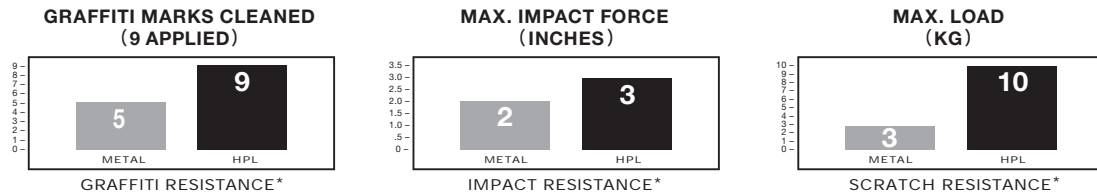
ECONOMICAL

HPL (HIGH PRESSURE LAMINATE) SATISFIES ALL BUDGETS



DURABLE

HPL OUTPERFORMS METAL PARTITIONS



*PER ASTM TEST METHODOLOGY, RESULTS ON FILE.

COMPLIANT

HPL COMPLIES WITH FIRE CODE AND SAFETY STANDARDS

ALL HPL PARTITIONS MEET CLASS B ASTM E 84 INTERIOR WALL FINISH CLASSIFICATION. DOOR HARDWARE CONFORMS TO EMERGENCY ACCESS STANDARDS AND IS OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND DOES NOT EXCEED FIVE POUNDS OF FORCE.

SUSTAINABLE

HPL QUALIFIES FOR LEED CREDITS

CLASSIFICATION	SECTION
RECYCLED CONTENT	MR 4.1/4.2
RAPIDLY RENEWABLE MATERIALS	MR 6.0
CERTIFIED WOOD	MR 7.0
LOW EMITTING MATERIALS	EQ 4.1
REGIONAL MATERIALS*	MR 5.1

* IF SHIPPED WITHIN 500 MILES OF BOBRICK'S THREE PRODUCTION FACILITIES.

HPLSERIES

HPL PRODUCT OVERVIEW

	HARDWARE	EDGE FINISH
HPLMetro™ 1550	CONCEALED STAINLESS STEEL	HPL
HPLClassic™ 1540	CHROME-PLATED	HPL
HPLAccent™ 1530	CONCEALED STAINLESS STEEL	STAINLESS STEEL
STEEL CORE STILE OPTION		
DESIGNER 1040	CONCEALED STAINLESS STEEL	HPL
TRIMLINE 1030	CONCEALED STAINLESS STEEL	STAINLESS STEEL
MAXIMUM HEIGHT / STEEL CORE STILE OPTION		
DESIGNER 2040	CONCEALED STAINLESS STEEL	HPL
TRIMLINE 2030	CONCEALED STAINLESS STEEL	STAINLESS STEEL

NOTE: ALL SERIES ARE AVAILABLE IN FLOOR-ANCHORED, OVERHEAD-BRACED AND CEILING-HUNG CONFIGURATIONS. REFER TO WWW.BOBRICK.COM FOR SPECIFICATION DETAILS, TECHNICAL BULLETINS, MODEL NUMBERS, UPGRADES AND OPTIONS.



BUILDING VALUE SINCE 1906

Costs Associated With Propane Vehicle Fueling Infrastructure

Factors to consider in the implementation of fueling stations and equipment

Margaret Smith, New West Technologies (DOE HQ Technical Support)
John Gonzales, National Renewable Energy Laboratory

This document has been peer reviewed by the propane industry.

August 2014



U.S. Department of Energy



Alliance AutoGas
POWERED BY PROPANE

**PROPANE
FLAMMABLE GAS
NO SMOKING**



PHILIPWANE

540-812-0090

NO SMOKING

Alliance AutoGas

Purchase Price Breakdown - New Facility for Clackamas County Transportation and Development

Per Agreement, the Schematic Drawings dated Nov 1, 2018 and clarifications and qualifications set forth in the Scope of Development.

CONFIDENTIAL INFORMATION
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Project Data:

Main Service Building - Floor Area	49 290
Main Service Building - Footprint Area	36 514
Main Service Building, Covered Parking and Out Buildings - Total Area	104 980

Main Service Building - Ground Floor

General Office (SF):	7 242
Parts // Ship & Receive) (SF):	1 639
Sign Shop / Flex (SF):	2 749
Wood Shop - Under Mezzanine (SF):	1 565
Wood Shop - Crane Served (SF):	958
Metal Shop (SF):	2 441
Heavy Equip. / Service (SF):	14 879

Fleet Services -

Vehicle Maintenance (SF):	3 106
Paint & Prep (SF):	1 672
Office & Restroom (SF):	263

Main Service Building Upper Floor

General Office (SF):	7 033
Parts Storage (SF):	5 743

Onsite Covered Parking, Stations & Special Improvements

Scale House (SF):	1 970
10 YD Carport (SF):	13 692
6 YD Carport (SF):	19 875
Fuel Station (SF):	1 968
Vehicle Wash (SF):	3 483
Cold Storage (SF):	2 916
Heated Bulk Material (SF):	4 303
Decant (SF):	2 410
Sand Shed (SF):	5 073

Site Area

Site Area (11.76 Acres) - Beaver Creek Road Property:	512 266
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Abbreviation Key:

Included on a per item basis	ea
Included by Lump Sum	inc
Included by Square Foot	sf
Included by Lineal Foot	lf
Included by Cubic Yard	cy
Included by Week	wk
Included by Month	mo
Not Included	nic
Not Required	nr

Purchase price shall be adjusted to final amount of cost **Allowance**

Purchase Price Breakdown Summary

Description	Unit	Sub Totals	Total
SOFT COSTS			\$5 191 950
Design and Engineering		\$1 268 750	
Concept Planning / Programming / Schematic Plans	inc		
Architect - Architecture // Fire, Life & Safety Review // Field Inspections	inc		
Structural Engineer - Engineering // Field Visits // Shop Drawing Review	inc		
Civil Engineer - Roads // Intersections // Sidewalks // Driveways // Utilities	inc		
Landscape Architecture & Plans	inc		
Plumb/ Mech/ Elect Engineer Performance Specifications	inc		
Interior Design	nic		
Signage Design & Signage Permit Procurement	inc		
Parking Lot Lighting Plan & Engineering	inc		
Surveys and Reports		\$188 400	
ALTA Boundary, Frontage/Intersection and Topographic Survey	inc		
Field Staking & Construction Layout - Control & Offsets	inc		
Structure Location - Certification	inc		
Geotechnical Report & Field Investigation	inc		
Traffic Study & Consulting	inc		
Level I - Environmental Report	inc		
Level II - Environmental Report	nic		
Legal - Greenway		\$47 000	
Joint Access Agreements	nic		
Joint Garage Use Agreement	nic		
Joint Parking Lot Agreement	nic		
Land Use -	inc		
Disposition Agreement -	inc		
Regulatory Requirements and Fees - Allowance		\$1 900 000	
Building Permit / Plan Review Fees / Systems Impact Fees	Allowance		
City - Preapplication Conference	inc		
Geologic Hazards Review	nic		
Groundwater Hydrogeology Review	nic		
Signs—Design Review	ls		
Steep Slope Review - Review	ls		
Zone Change	nic		
Lot Line Adjustment	nic		
Conditional Use / Variance Application	nic		
Transportation Analysis	ls		
Landscape Plan Check	ls		
Sign Application & Permit	ls		
State Surcharge	ls		
Design Review	ls		
City - Building Permit / Inspections	ls		
School Fees	nic		
Fire Facility	nic		
Police Facility	nic		
Park & Recreation	ls		
Traffic Impact Fee	ls		
Sewer Impact Fee	ls		

Sewer Inspection Fee	ls	
H2O - Meter, Inspection & Impact Fees	ls	
Water Resource Applications	ls	
Approach & city sidewalk permit	ls	
Plumbing Permit	inc	
Plumbing Plan Review	inc	
Mechanical/Electrical	inc	
Sanitary Sewer-Use/Branch Fees	ls	
Storm Sewer-Use/Impact Fee	ls	
Quality Control Testing and Inspections- NIC- By Owner		\$87 000
Materials Testing/ Special Inspections - Course of Construction	inc	
Environmental Testing	nic	
Special- Photo Documentation (Aerial, Pipe Camera, Thermal Imagery)	nic	
Bonds and Insurance		\$212 900
Performance Bond	nic	
Builders Risk Insurance - Course of Construction & Insurance // Ins Cert Mgmt. // Lien Waiver Mgmt.	inc	
Financing		\$1 487 900
Financing - Points / Fees / Closing Cost	inc	
Interest Carry - Course of Construction	inc	
LAND		\$2 525 101
Land, Due Diligence & Procurement Costs		\$2 525 101
Land, Closing Costs (Title Fees & Taxes)	sf	
Title Report	inc	
Staff - Closing	inc	
MANAGEMENT		\$1 599 736
Development Coordination & Fee		\$1 599 736
Land (Identification, Control & Purchase)	ls	
Entitlement Procurement Coordination	ls	
Construction Bid-out & Contractor Procurement	inc	
Marketing & Branding	inc	
Funding (Identification, Offering, Loan Close, Proforma, etc)	inc	
Fee ~ 5%	ls	
CONSTRUCTION HARD COSTS		\$21 453 964
SITE, OFFSITE AND BUILDING CONSTRUCTION		\$21 453 964
Building, Offsite and Site Construction	ls	
SPECIALTY		\$14 500
Art, Water Features, Entrance Monuments, etc.		\$14 500
Paintings & Pictures	nic	
Sculptures	nic	
Water Features	nic	
Fountains	nic	
Entry Monuments & Building Signage	Allowance	
SOFT COST CONTINGENCY		\$520 645

Subtotal

x

\$520 645

Total - Purchase Price

\$31 305 896

List of Allowances - Amounts Included in Purchase Price

Soft Cost Allowances

Jurisdictional Permits & Fees \$ 1 900 000

Specialty

Entry Monuments & Building Signage \$ 14 500

Construction Hard Cost Allowances

Gas - Fuel Equipment / Containment / Tanks (4 Pump Stations) \$ 475 000

Paint Booth - Air Treat / Exhaust / Heated (14.3' x 26.3' x 11 Outside Dim) \$ 49 500

Decant System / Washout Area / Drive Grates / Separator \$ 55 000

Propane - Fuel Equipment / 1000 Gal Skid Tank & Distribution (1 Pump Station) \$ 135 000

Water Reservoir & Fill Station \$ 18 000

Vehicle Scale - Equipment \$ 52 000

Self Service Vehicle Wash - Waste System / Equipment (4 Bays) \$ 105 000

Special Entry Roadway Entry // Art \$ 45 000

Door Hardware \$ 57 923

Beavercreek Intersection (Signalization, Turn Lanes, Pole Burial) \$ 650 000

On & Offsite Public Roads & RT. of Way Improvements \$ 1 597 050

Bridge Cranes, Bridge Railing & Controls \$ 250 000

Low Voltage (Data/Telephone/Security) \$ 350 000

*Approx. add: \$120,000 Auto Wash - 4 Bays

** An allowance is a placeholder in order to establish a baseline budget for certain portions of the project that Buyer and Seller agree are not definitively estimated at the time of entering into Agreement. The cost of the Maintenance Facility and accordingly the sales price shall be adjusted up or down at the conclusion of the Design and Entitlements to reflect the mutually agreed upon costs for allowance items.

PURCHASE PRICE BREAKDOWN / CONSTRUCTION HARD COSTS

GENERAL REQUIREMENTS

\$565 538

Field Coordination and Project Management

\$401 203

Field Superintendent x 1	mo
Field Forman x .5	mo
Field Project Engineer	mo
Project Manager x 1	mo
Assistant Project Manager x .5	mo
Scheduling Coordinator x 1	mo

Temporary Construction Facilities

\$49 885

Temp Electr/ Water/Heat	mo
Temp Toilets/ Facilities	mo
Temp- Lighting/ Fire Protect	mo
Temp Utilities- Tele/ WIFI/ Comm	mo
Temp Heat/ Vent	inc
Temp Equip/ Truck/ Rentals/ Fuel	mo
Temp Job Trailer	mo
Temp Containers/ Storage	mo
Temp Secure/ Fencing	mo
Temp Erosion Control- See Excavation	nic
Constr Prints / Photos / Delivery	ls
Temp Project Sign/ Signage	ls

Temporary Barriers and Enclosures

\$5 350

Top tent Scaffolding- Weather protection	nic
Temp barrier- frame / visqueen- room divide	ls
Window /door protection - OH Door cutout	nic
Exit Protection- Barricades/ Covers	nic
Enclose Scaffolding	nic
Cones / Barricades / Special Signage (Direction / Safety)	ls

Construction Layout-

\$44 697

Site / Building Layout - Field Staking & Control	ls
Utility Staking	ls
Concrete Panel & Reveal Layout	ls
Pavement Staking	ls

Continuous and Final Cleaning

\$55 904

Continuous Cleaning - Bldg. / Site	mo
Continuous Cleaning - Office	mo
Continuous Cleaning - Service/Shop // Sheds	mo
Final Cleaning-Office	sf
Drop Box / Disposal- Misc./ Final Constr Debris	ea

Project Closeout and Documents

\$8 500

Punch list -	ls
--------------	----

Warranty Repairs	ls
Warranty Manuals/Record Drawings	ls

EXISTING CONDITIONS

\$22 088

Selective Site Demolition

\$22 088

Fencing	ls
House	ls
Septic System	nic
Oil Tanks (Decommission)	ls
Retaining Walls	nic
Trash Enclosure/ Slab- Demolition	nic
Sawcut Paving	ls
Paving- Disposal	ls
Export/ Disposal	nic

CONCRETE

\$1 356 644

Reinforcing Steel - Supply & Install

\$336 205

Cont. Footings- Building Perimeter	lf
Cont. Footings- Loading Dock Wall	nic
Cont. Footings- Dock Retaining Walls	nic
Spread Footings- Building Perimeter	ea
Spread Footings- Interior columns- Shell	ea
Spread Footings- Interior columns- Mezz	ea
Int continuous footing- CMU- Shear Wall & Occupancy Separation	lf
Concrete Floor Slab - Building	sf
Concrete Floor Slab - 6 Yd Carport	sf
Concrete Floor Slab - 10 Yd Carport	sf
Concrete Floor Slab - Fueling	sf
Concrete Floor Slab - Vehicle Wash	sf
Concrete Floor Slab - Heated Bulk, Decant, Sand Shed - Continuous Footings	sf
Concrete Paving - Site Aprons & Heavy Driving Area	sf
Concrete Floor Slab- Exterior Dock	nic
Concrete Floor Slab- Trash Enclosure	sf
Concrete Wall Panels-Building	sf
Vert Conc-Dock Retaining Walls	nic
Vert Conc-Trash Enclosure Walls- ALT CMU	nic
CMU-Electrical Room	sf
Spec- Concrete Stair Footing	ls
Spec- Grade Beams/ Column to Column	nic
Spec- Driveway Apron	ls
Fueling - Continuous Footings	lf
Fueling - Spread Footings	ls
Vehicle Wash - Continuous Footings	lf
Vehicle Wash - Spread Footings	ea
10 Yd Carport - Continuous Footings	nic
10 Yd Carport - Spread Footings	ea
6 Yd Carport - Continuous Footings	nic
6 Yd Carport - Spread Footings	ea
Cold Storage / Heated Bulk, Decant, Sand Shed - Continuous Footings	lf
Scale House	lf
Reinforcing Steel Installation	lb

Cast in Place Concrete

\$1 020 439

Cont. Footings- Building Perimeter	lf
------------------------------------	----

Cont. Footings- Dock Wall	nic
Cont. Footings- Dock Retaining Walls	nic
Spread Footings- Interior columns- Shell	ea
Spread Footings- Interior columns- Mezz	ea
Int continuous footing- CMU- Shear Wall & Occupancy Separation	lf
Concrete Floor Slab - 6" Building	sf
Concrete Floor Slab - 6 Yd Carport	sf
Concrete Floor Slab - 10 Yd Carport	sf
Concrete Floor Slab - Fueling	sf
Concrete Floor Slab - Vehicle Wash	sf
Concrete Floor Slab - Heated Bulk, Decant, Sand Shed - Continuous Footings	sf
Concrete Floor Slab- Exterior Dock	nic
Concrete Floor Slab - Trash Enclosure	sf
Concrete Floor Slab- Compressor/ Compactor Pads	sf
Concrete Wall Panels	sf
Concrete Slab - Mezzanine w wire mesh & pump	sf
Concrete Wall Panels- Loading Dock Walls	sf
Int continuous footing- Electrical Room	lf
Vert Conc-Dock Retaining Walls	sf
Vert Conc-Trash Enclosure Walls	sf
Spec- Form Liner - Wall Panel	sf
Site retaining wall- SEE Site Improvements	nic
Spec Ftgs & Slabs - Elevator Pit // Scale // Decant // H2O Fill // Fuel Islands	ls

Precast Concrete

\$0

Precast Concrete Structure	nic
Precast Decorative Concrete	nic
Precast Spec- Stair Treads	nic

Light Wt Conc. Decks and Underlayment

\$0

Cement / Gypcrete Topping/ Pump- Mezzanine	nr
--	----

MASONRY

\$194 950

Unit Masonry

\$194 950

CMU Walls - Main Building Occupancy Demising Walls (B, S, S2 & H)	sf
CMU Partial Ht. Walls - Cold Store/Heated Bulk/Decant/Sand Shed	sf
CMU Walls - Electrical Room	sf
Glass Block	nic

Stone

\$0

Stone & Brick Veneer	nic
Stone Walls	nic
Stone Decorative Feature	nic

METALS

\$4 416 379

Certified Field Welding

\$20 800

Columns/ Posts-Shell	ls
Headers/ Ledgers / Hangers / Struts / Deck - All Structures	ls
Embeds - Wall Panels	inc

Structural Steel /Metal Fabrications & Metal buildings

\$4 395 579

Columns/ Posts-Shell	ea
Columns/ Posts-Mezzanine	ea

Rigid Frame- Storefront column	ea
Rigid Frame- Concrete Openings	ea
Structural Steel- Erection	ls
Cranes/ Hoisting	nic
Open Web Joists / Girders & Decking- Roof & Parts Mezzanine	sf
Install Roof and Mezzanine Structures Complete	sf
Ledgers	lf
Metal Handrail- Interior stair	lf
Embeds- Wall Panels	ea
Headers/ Ledgers/Hangers- Roof	lf
Headers/ Ledgers/Hangers- Mezzanine Floor	lf
Steel Stair/Landing	ea
Frames- Recessed Dock Levelers	nic
Frames- Nosing Angle- OH Dock Doors	nic
Frames- Nosing Angle- Continuous at Exterior Dock	nic
Frames- OH Door Edge Guard	ea
Frames- Trash Enclosure	ls
Bollards- Site	ea
Bollards- Building Interior	ea
Steel Ladder- Roof Access	ea
Trash/ Enclosure Canopy- Frame/ Metal Decking	sf
Scale House	sf
10 YD Carport	sf
6 YD Carport	sf
Fuel Station (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Vehicle Wash (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Cold Storage (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Heated Bulk Mat. (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Decant (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf
Sand Shed (Col., Steel Trusses & Prefinished Corrugated Roof and Wall Panels)	sf

WOOD AND PLASTICS

\$200 868

Rough Carpentry (Wood)

\$18 400

Wall Framing-Material	nic
Wall Sheathing-Material	nic
Ceiling/Soffit Framing	nic
Roof Strict-Labor- SEE Steel Joists/ Girders	nic
Roof Strict-Material- SEE Steel Joints/ Girders	nic
Roof Purlins/ Framing/ Blocking	nic
Roof Sheathing	nic
Prefab Plywood Joists- Mezz	nic
Glulam beams	nic
Roof Curbs - HVAC - Roof Top Units	ea
Roof Curbs - Skylights / Smoke Vents	ea
Backing - Accessories	ls
Roof Curbs- HVAC- Unit Heaters	ea
Roof Curbs- Skylights/ Smoke Vents	ea
Backing-	nic
Column Erect/ Bolts- SEE Steel Joists/ Girders	inc
Beams/ Joists/ Framing accessories	nic
Floor Framing/ Subfloor	nic
Rough Carpentry- Walls/ Floor/ Roof	nic
Stair	nic
Plywood underlayment	nic

Finish Carpentry Labor**\$39 400**

Frame/ Door/ Hdwr-Install	inc
Metal Frame/ Wood Door/ Hdwr-Install	inc
Metal Frame/ HM Door/ Hdwr-Install	inc
HM Frame-Relight- Install-	inc
Spec Door- Install	inc
Toilet Accessories	inc
Spec Mirror Install	inc
Fire Extr/ Cabinet- Install only	inc
Wood Base-	nic
Wood Trim- Interior	nic
Wood Trim- Exterior- Wall Feature Panels	nic
Wall cap	nic
Corner Guard	nic
Access hatch-Install only	inc
Access Ladder- Install only	inc

Architectural Woodwork and Cabinetry (High Pressure Plastic Laminate & Granite Counters)**\$143 068**

Main // Meeting Room I - Base	lf
Main // Meeting Room I - Upper	lf
Reception - Base & Work Station Counter	lf
Main - Copy Room - Base	lf
Main - Copy Room - Upper	lf
Main - Copy Room - Work Counter	lf
Main - Lunch / Meeting Room - Base	lf
Main - Lunch / Meeting Room - Upper	lf
Main - Parts (Ship & Receive) - Base & Work Station Counter	lf
Main - Lav A Counter (Granite)	sf
Main - Lav B Counter (Granite)	lf
Main - Fleet Services Office - Base & Work Station Counter	lf
Main - Fleet Services Restroom (Granite Counter & Under Counter Storage)	sf
Upper - Mtg Room A	lf
Upper - Mtg Room B	lf
Upper - Mtg Room C	lf
Upper - Mtg Room D	lf
Upper - Lav A Counter (Granite)	sf
Upper - Lav B Counter (Granite)	sf
Upper - Copy Room - Base	lf
Upper - Copy Room - Upper	lf
Upper - Copy Room - Work Station Tables w Recycle Recep x 2	sf
Upper - Satellite Break Room - Base	lf
Upper - Satellite Break Room - Upper	lf
Closet Shelving - (All Closets 16" Prefinished MDF - 5 Shelves)	lf

Plastic Fabrications**\$0**

Tub Surround	nic
FRP / Laminate Wainscot- Warehouse Walls to 12'	nic

THERMAL AND MOISTURE PROTECTION**\$328 600****Damp proofing and Waterproofing****\$13 804**

Waterproof - Dock / Retaining Walls	nic
Damp proof - Tilt Wall Panels - Below Grade	sf

Water stop joints -	inc	
Thermal Insulation & Sound Attenuation		\$66 142
Walls - Perimeter - 10 ft above floor to roof - Stick pin & Lamtec White Facing	sf	
Walls-Ext Perimeter Furring- R-20 @ Office & Parts	sf	
Cold Storage Wall Insulation	nic	
Heated Bulk Storage	ls	
Vehicle Wash	ls	
Walls-Int Partitions Sound Attenuation	sf	
Membrane Roofing & Rigid Roof Insulation		\$171 203
Membrane Roofing - TPO	sf	
Roof Curbs/Crickets	ea	
Rigid Insulation -	sf	
Protection Board - Maintenance Walkways	sf	
Sheet Metal Flashing and Trim		\$42 883
Cap Flashing-	lf	
Parapet/Cornice Flashing	sf	
Masonry Cap Flashing	lf	
Equip Flashing- Mech	ea	
Gutter-	lf	
Scupper/Collector Box	ea	
Metal- Downspout-	ea	
Metal- Counter flash- Skylights	ea	
Metal- Head- Passage Door	ea	
Metal- Head- Storefront windows	lf	
Metal- Head- Window	ls	
Metal- Sill Pan- Window	nic	
Metal Flashing- Installation	ls	
Roof Specialties and Accessories		\$16 150
Roof Access Hatch	ea	
Skylights / Smoke Vent	ea	
Fire and Smoke Protection		\$2 750
Fireproofing- Spray on	ls	
Fire rated insulation	ls	
Fire caulking/ sealants- Corridor walls	ls	
Joint Sealers		\$15 669
Wall Joints-Soffit/vent	lf	
Wall Joints- vertical (Backer Rod & Caulk)	lf	
Sealant-Doors	ea	
Sealant-Windows-Interior	lf	
Sealant- Passage doors- Interior	lf	
Misc. Caulk/Sealant- Grilles/ vents	ls	
Sealant-Windows-Interior	lf	
Sealant- Passage doors- Interior	lf	
Misc. Caulk/Sealant- Grilles/ vents	ls	
Caulk/Sealant- Floor Joints	lf	
Hoisting- Liff	ea	
DOORS AND WINDOWS		\$317 906
Doors, Frames & Hardware		\$112 420
Main Exterior - 3070 Hollow Metal Frame / Door w Push Panic HW	ea	

Main Interior - 3070 Hollow Metal Frame / Door (HW Panic - Rated & Unrated)	ea
Main Interior - 3070 Timely Frame / Solid Core Birch Veneer	ea
Main Interior - 6070 Timely Frame / Solid Core Birch Veneer	ea
Vehicle Wash Building Exterior - Hollow Metal Frame / Door	ea
Heated Bulk Storage Exterior - Hollow Metal Frame / Door	ea
Kick Plates (Doors from Parts/Wood Shop/Sign Shop to Service)	ea
Kick Plates (Doors from Fleet Service Area to Service/Heavy Equip)	ea
Spec- Door Relite Frame (5040)	ea
Door Hardware - Electronic Card Reader - Schlage CO200CY70PRATH626 or equal	ea

Overhead and Special Doors

\$124 850

Roll-down Fire Door w Fusible Link	ea
Overhead Sectional Door- Dock - 9x10	ea
Overhead Sectional Door - 12x14	ea
Door Operators (Constant Push) - All Non-Coiling Fusible Link Doors	ea

Entrances and Storefronts

\$75 636

Alum Frame/Glass - 6040	sf
Alum Frame/Glass - 5040	sf
Alum Frame/Glass - 5030	sf
Alum Frame/Glass - 6030	sf
Alum Entry Door/Frame	ea
Spec Alum- Closer/ Corners	ea
Spec- Push/Pull Hardware	ea
Spec- Concealed Closer	nic

Glazing and Mirrors

\$5 000

Glass/Glazing-Ext window- Transom Panel	nic
Glass/Glazing-Int Relite window	ea
Glass/Glazing-Spec-Security Window	nic
Mirror-Custom-at toilet rooms	ea

FINISHES

\$593 065

Metal Support Assemblies

\$77 765

Metal Stud Framing- Exterior Walls	sf
Metal Stud Framing - Interior Walls	sf
Metal Stud Framing - Gyp Ceilings Areas	sf
Stud Framing-Soffit Face	nic

Gypsum Drywall

\$121 987

Interior - 5/8" Gyp. Exterior Walls - Level 4	sf
Interior - 5/8" Gyp. Interior Walls - Level 4	sf
Interior Ceilings - 5/8" Gyp. - Level 4	sf
Elevator Shaft	inc
Fire Stop-Ceiling/Walls	inc
Draft stop-Roof Structure	ls
Spec-Exterior Soffit- Gyp sheathing	sf

Suspended Ceilings

\$59 961

2x4 Acoustic Ceiling Tile & Grid. Second Look - Tegular Edge (Cortega by Armstrong)	sf
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Resilient Flooring and Base

\$32 081

Main - Lobby (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Hall (VCT) - Armstrong Excelon Stonetex 18"x18"	sf

Main - Radio Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Tech Storage (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Reception (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Copy Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Lunch / Meeting Hall (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Main - Fleet Services Office (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Office Supplies (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Copy Room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Satellite Break room (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Upper - Custodian Supplies (VCT) - Armstrong Excelon Stonetex 18"x18"	sf
Sheet Vinyl	nic
Resil Tile (VRT)	nic
Rubber Stair Treads	ls
Rubber Base	lf

Carpet

\$36 684

Main Open Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Mtg 1 - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Open Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area F - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area D - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg Area E - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area C - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Flex Area - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Traffic Operations - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper AV Storage - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Open Office 2 - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Office - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area B - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Mtg. Area A - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Upper Hall - Mohawk Commercial / Broadloom/ Mindful - 12' Roll	sf
Elevator	sf
Entry Vestibule - Recessed Walk-Off Mat (6'x6')	ls

Ceramic Tile Floors and Wainscoting

\$55 657

Main Level - Lav A & B	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Main Level - Locker Room A & B	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	
Vestibule	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Upper Level - Lav C & D	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Satellite RR	
Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf
Satellite RR	

Floor Tile - Dal-Tile / Linden Point / Porcelain (12" x 24"- 3/16" Grout Joint)	sf	
Wainscoting - 54" AFF - Dal-Tile/Linden Pt./Ceramic 2x2/Unpolished/Straight Joint	sf	
Exterior Paint and Painting		\$79 494
Flashing - Cap / Trim (Prefinished)	nr	
Concrete Wall Panels	sf	
Concrete Dock Retaining Walls	nic	
Metal Stair / Railing	ea	
Guardrail / Handrail	lf	
Gutters	lf	
Exposed Columns	ea	
Downspouts	ea	
Soffits	nic	
Bollards	ea	
HM Passage Door/ Frame	ea	
Overhead Door- Exterior side only	ea	
Interior Paint and Painting		\$54 878
Gyp Bd Walls -	sf	
Gyp Bd Ceiling/Soffit	sf	
Interior Exposed Concrete & CMU Walls	sf	
Special Slab Markings - Traffic Area Hatching		
Spec - Ductwork	sf-A	
Spec- Hoisting-	nic	
Floor Sealer		\$74 558
Floor Sealer - Tenant // Eco-Hard-N-Seal (Wash bays // Main Building Exposed Slab)	sf	
Epoxy base coating	nic	
Protection/ Venting	nic	
SPECIALTIES		\$49 521
Tack boards		\$0
Chalkboard/ Screen-	nic	
Display Board-	nic	
Toilet Partitions and Compartments		\$10 200
Toilet Partition/Compartment - Floor Mount (Bobrick HPL Accent Series 1530)	ea	
Urinal Screen - Wall Mount (Bobrick HPL Accent Series 1530)	ea	
Code Required & R/R Identifying Devices and Signs		\$2 170
Interior signage- HC Toil/Toil	ea	
Interior signage -	nic	
Exterior signage-Building Address	nic	
Exterior signage-Building Identification	ls	
Building Directory	nic	
Flag Pole/ Base/ Flag	nic	
Lockers		\$23 820
Locker/Base-Single High/ Top/ Fillers - 18" 2-Tier 6' Tall Lockers Standard Color	ea	
Bench/ HC Bench	ea	
Code Required Fire Protection Specialties		\$2 490
Fire extinguisher/ Wall bracket	ea-A	
Fire extinguisher/ Wall bracket	ea-A	

Fire extinguisher/ Wall bracket
 FE/ Bracket/ Cabinet- INSTALL

ea-A
 ea

\$10 841

Toilet and Bath Accessories

Coat Hook
 Grab Bars - Bobrick B-5806 x 30
 Towel Dispenser - Bobrick Auto Roll Dispenser B-7294
 Hooks / Mop Rack
 Mirror - Gamco C - Series Channel Frame Mirror – 24" x 36"
 Mirror - Tall - Locker Rooms A & B 24" x 48"
 Paper Towel Dispenser
 San Nap Dispenser -
 San Nap Disposal -
 Seat Cover Dispenser - Bobrick B-221 Surface Mounted
 Shelf -
 Soap Dispenser
 Toilet Tissue Dispenser- Bobrick B-27313 Three Roll
 Waste Disposal
 Install- Toilet and Bath Accessories

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EQUIPMENT

\$9 190

Loading Dock Equipment

\$0

Dock Levelers-face of dock
 Dock Levelers- Recessed
 Dock Ramp/ Platform
 Dock Levelers-face of dock
 Dock Levelers- Recessed
 Dock Ramp/ Platform
 Dock Seal/ Shelter
 Dock Seal/ Shelter
 Dock Bumpers
 Dock Lights
 Dock Accessories
 Bollards- Interior

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Lunch Room Appliances

\$9 190

Lunch / Mtg Room - Microwave x 2 Whirlpool 1.6 cu. ft. Stainless Steel Model# WMC30516AS
 Lunch / Mtg Room - Dishwasher x 1 Lunch / Mtg Room - Dishwasher x 1 Whirlpool Model# WDT750SAH
 Lunch / Mtg Room - Refrigerator x 2 Whirlpool 27 cu. ft.- Model WRF757SDHZ (Stainless Steel)
 Lunch / Mtg Room - Stove Top / Range Oven
 Satellite Break Room - Microwave x 1 Whirlpool 1.6 cu. ft. Stainless Steel Model# WMC30516AS
 Satellite Break Room - Dishwasher x 1 Whirlpool Model# WDT750SAHZ
 Satellite Break Room - Refrigerator x 1 Whirlpool 27 cu. ft.- Model WRF757SDHZ (Stainless Steel)
 Satellite Break Room - Stove Top / Range Oven
 Hoods
 Makeup Air Equip
 Venting as Required by Code (See Mech)

ea
 ea
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 nic
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 ea
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 inc

FURNISHINGS

\$0

Manufactured Casework and Accessories

\$0

Counters - Cashier-
 Take out counter
 Beverage Station
 Queing Rail

ea
 nic
 nic
 nic

Soffit Sign	nic	
Special Casework	nic	
Window Treatment		\$0
Window blinds- Windows/Relites	nic	
Draperies - Curtains -	nic	
FF& E (Furniture, Fixtures and Equipment - Excluded)		\$0
Tables / Chairs / Work Stations / Cubicle, shelves, storage, partitions and furniture	nic	
Artwork	nic	
Office Supplies	nic	
Servers / Computers / Data Racks	nic	
Vending Machines	nic	
TVs / Monitors	nic	
Communication / Data Networking	nic	
Plants	nic	
SPECIAL CONSTRUCTION		\$934 500
Special Equipment		\$889 500
Air Compressor (Use Existing County Unit)	nic	
Oil / Antifreeze Distribution - Vehicle Maintenance	nic	
Gas - Fuel Equipment / Containment / Tanks (4 Pump Stations)	Allowance	
Paint Booth - Air Treat / Exhaust / Heated (14.3' x 26.3' x 11 Outside Dim)	Allowance	
Decant System / Washout Area / Drive Grates / Separator	Allowance	
Propane - Fuel Equipment / 1000 Gal Skid Tank & Distribution (1 Pump Station)	Allowance	
Water Reservoir & Fill Station	Allowance	
Vehicle Scale - Equipment	Allowance	
Self Service Vehicle Wash - Waste System / Equipment (4 Bays)	Allowance	*Approx. add: \$120,000 for Auto Wash - 4 Bay
Entry Roadway Canopy (Art)		\$45 000
Special Entry Roadway Entry // Art	Allowance	
Building Automation Systems		\$0
Door Controls	nic	
Employee Time Clocks / Time Monitoring System	nic	
Automated Systems -Energy	nic	
Automated Lighting Controls	nic	
CONVEYING SYSTEMS		\$132 875
Elevator		\$132 875
Office Elevator - Hydraulic	inc	
Office Elevator - Controls	inc	
Material Lift Elevator	inc	
Hoists and Cranes		\$0
Bridge Cranes / Column Support Corbels / Steel Support Rails / Control	nic	
Vehicle Lifts / Equipment Lifts / Hoists	nic	
Vehicle Service Pit	nic	
Jib Cranes & Hoists	nic	
FIRE SUPPRESSION		\$302 110
Fire Protection		\$302 110
Fire spr- Piping / Heads - Wet- Office / Parts / Service	sf	

Fire spr- Piping/ Heads-Wet- Mezz floor	sf
Paint Booth / Duct Fire Suppression	sf
Fire spr- Piping/ Heads-Wet- Office	sf
Fire spr- Heads-Wet- Toilet/ IT/ Offices	ea
Fire spr- Piping/ Heads - Dry -	sf

Fire Pumps- NIC

\$0

Electric Fire Pump	nic
Diesel Fire Pump	nic
Fire Pump Accessories/ Shelter/ Controls	nic

PLUMBING

\$196 509

Plumbing Installation

\$161 303

Piping- Underslab Waste & Cleanouts (Steel Drive Covers)	lf
Piping - Domestic Water	lf
Fixtures - Installation	ea
Fixture- Ext Hose Bibs (Supply / Install)	ea
Fixture - Floor Drains	ea
Air Piping and Drops	ea
Trench Drains - Heavy Equip - Service Area	lf
Grease Trap - Exterior	ls
Spec- Elevator pump/discharge	ea

Process Piping and Equipment- Included in Plumbing

\$0

Compressed Air Piping - Main Trapeze	nic
Fluid Piping	nic
Gas Piping	nic
Compressor/ Pumps	nic

Plumbing Fixtures and Equipment- Included in Plumbing

\$35 206

Fleet Services - Utility Sink - 4 Leg Stand	ea
Fleet Services Paint & Prep Wall Mount - Eye Wash	ea
Fleet Services - RR - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Janitor Supply - Floor Mount Mop Sink	ea
Heavy Equip/Service - Utility Sink - 4 Leg Stand	ea
Heavy Equip/Service - Drinking Fountain	ea
Wood Shop - Drinking Fountain	ea
Main Level Lav A - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Main Level Lav A - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Main Level Lav B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Main Level Lav B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Main Level Lav B - Urinals Kohler Dexter siphon-jet wall-mount K-5016-ET-0 Touchless Flush	ea
Main Level - Lunch / Mtg Room - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CF	ea
Main Level - Lunch / Mtg Room - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CF	ea
Locker Rooms A & B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Locker Rooms A & B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Water Closets	ea
Upper Level Lav A - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Upper Level Lav B - Toilet Kohler K-4388-0 1.6 gpf // Touchless Flush K-10957-SV-CP	ea
Upper Level Lav B - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Upper Level Lav B - Urinals Kohler Dexter siphon-jet wall-mount K-5016-ET-0 Touchless Flush	ea
Upper Level - Kohler Drinking Fountain K-5293-0	ea
Upper Level Satellite Kitchen - Kohler Ladena Under-mount K-2214-0 / Triton centerset K-7404-2N-CP	ea
Garbage Disposal	nic

Garbage Compactor	nic
Water Heater - Tank	ea
Eye Wash	ea

HEATING, VENTILATION AND AIR CONDITIONING

\$545 946

Heating, Ventilation, and Air Conditioning

\$545 946

Heat / Vent / Air Cond - Main Building Office & Part Storage	sf
Freeze Protection Fleet Services / Vehicle Maintenance	sf
Freeze Protect - Service / Heavy Equip / Metal Shop / Wood Shop (Co-Ray-Vac Radiant Tube Heat)	sf
Heated Bulk Storage - Gas Fired Unit Heaters	sf
Vehicle Wash - Gas Fired Unit Heaters	sf
Roof Top Unit - Fleet Services Office // Restroom	inc
Roof Top Unit - Paint & Prep	inc
Make Up Air - Paint Booth	inc
Special Air Cond - IT / Mech	inc
Vent - Exh Fan / Duct - Toilet Rooms / Lunch / Test Kit	inc
Ductwork / Grilles	ls
Gas Piping -	ls
Testing / Adjusting / Balancing	ls
Vent-Exh Fan/ Duct- Toilet Rooms/ Elev/ Store	ea
Gas Unit Heaters - Freeze Protection	Inc
Gas Piping	Inc

Humidity Control Equipment

\$0

Dehumidifier - Pool	nic
Ducting / Grilles	nic
Flexible Ducting	nic

ELECTRICAL

\$869 350

Power Distribution

\$676 180

Main Panel / Service / Subpanels	Inc
Branch / HVAC / circuiting	Inc
Primary / Utility / Conduits	Inc
Electrical Permit	Inc
Equipment Connections	Inc
Power Distrib / Outlets - General Lighting (Office // Parts // Wood Shop)	sf
Power Distrib / Outlets - Lighting Service (All Columns / Every 10' Perim. Walls)	sf
Power Distrib / Outlets - 75 Heavy Duty Service & Outdoor 4-Plex Outlets (Locations TBD)	sf
Power Distrib - HVAC Equipment	Inc
Spec - Lighting Fixture Install	Inc
Spec - Hook Up Equipment Included in the Purchase Price Breakdown	nic
Spec - Monument sign flood lights	ea

Emergency Power

\$0

Emergency Generator/Transfer Switch	nic
UPS System - Uninterruptable Power System	nic

Lighting

\$122 971

Ext Building Lighting Main Building - Wall packs	ea
Ext Building Lighting- Wall packs- Exit lights- small	ea
Ext Building Lighting- Soffit/Entry Canopy	ea
Lighting - Out Buildings	sf
Interior Lighting- Shop / Service Mhalid- HighBay LED	sf

Interior Lighting- Office- LED & Parts Storage Chain Hung	sf		
Interior Lighting- Lobby- Pendants	nic		
Site Lighting- Included in Electrical		\$70 200	
Site Lighting - Poles / Fixtures	ea		
Walkway Lighting	ea		
LOW VOLTAGE			\$0
LOW VOLTAGE (\$350,000)		\$0	
Low Voltage (Data / Communication / Security) <small>Data Equipment/Controls/ Jacks</small>	Allowance nic		
Telephone System		\$0	
Telephone Prewire	nic		
Telephone- Box/ Prewire	nic		
Telephone- Conduit/ Chase	nic		
Telephone-Equipment/Controls/ Jaks	nic		
Television Systems		\$0	
CCTV System-Equipment	nic		
CCTV System- Installation	nic		
Cable TV	nic		
Public Address and Music Systems		\$0	
Speaker System/ Sound/ Paging	nic		
Alarm/ Bell/ Buzzer system	nic		
ELECTRONIC SAFETY AND SECURITY			\$87 330
Electronic Access Controls		\$0	
Access Control System	Allowance		
Access ID System	Allowance		
Intrusion System	Allowance		
Spec-	Allowance		
Video Surveillance/ CCTV		\$0	
CCTV System-Equipment	Allowance		
CCTV System- Installation	Allowance		
CCTV- Conduit/ Chase	Allowance		
Surveillance Equipment	Allowance		
Fire Detection and Alarm Systems		\$87 330	
Fire Alarm System - Strobe/ Horn	ea		
Fire Alarm/ Auto Dialer	ls		
Chase/ Conduit	ls		
Electric Monitoring and Control		\$0	
Electrical Controls-	Allowance		
Lighting Controls	Allowance		
ECS controls	Allowance		
Building Systems Controls	Allowance		
EARTHWORK			\$2 367 133

Site Clearing, Excavation, Grading, and Fill**\$2 367 133**

Clearing / Grub / Removal Site Vegetation	sf
Tree Cutting / Clear Site / Export as Required	inc
Site Preloading	nic
Mass Excavate / Rough Grade - Bldg / Site	sf
Export - Excess Material	nic
Import- Base Rock - Bldg & Covered Areas	cy
Import - Base Rock Material - Parking Area -	cy
Cut & Fill Onsite Material	cy
Import Structural Fill, Place & Compact	cy
Site Fine Grade +/- 10th -	sf
Geotextile Fabric Under Construction Winterization Areas	inc
Excavate/ Backfill-Footings-Continuous Perim/Int / Spread	sf
Excavate- Backfill- Storm Detention Swale	ls
Erosion Control/Temp Constr Road	ls

Soil Stabilization**\$0**

Cement treat soil	nic
Shotcrete / Soil Nail	nic

Shoring and Underpinning**\$0**

Shore Existing Walls	nic
Underpin existing footings/ Slab	nic

Pilings and Piers**\$0**

Drilled Piers & Earth Anchors	nic
Pilings	nic

EXTERIOR IMPROVEMENTS**\$1 745 998****Asphalt Paving and Surfacing****\$498 383**

Asphalt Paving - 4" Class B x 2 lifts - (Section 4" Ashphalt / 12 "Rock or as Geotech Requires)	sf
Asphalt Paving/Base - Patch at street	ls

Concrete Paving and Surfacing**\$446 338**

Entry - Driveway Apron	sf
Concrete Paving / Onsite Sidewalks / Patio / Entry	sf

Concrete Curbing**\$25 890**

Extruded Concrete Curbing	lf
Precast Concrete Bumpers	ea
Cast Curbing	lf

Pavement Marking**\$13 280**

Parking stall stripe	ea
HC Logo/ Aisles	ea
Pavement Traffic Arrows	ea
HC Parking Signage	ea
Truck stall stripe	ea

Site Fencing and Gates**\$96 100**

5' Chain Link Fencing (meet min.screening standard) - Site	lf
Gates - 16' Cantilever / Bottom Track / Card/Key Control w Exit Loop	ea
Gate Operators	ea
Metal Frame/Metal Face- Trash Encl Gate	inc

Metal Frame/ Metal Facing- Compressor Gate	nr	
Demo/ Reinstall Trash Enclosure	nr	
Partial Height Walls - Material Storage Areas		\$288 000
Block Walls / Footings	sf	
Site Furnishings-Bike Racks/ Site Signage		\$16 020
Bike Racks	ea	
Site Signage- HC sign/post	ea	
Site Signage- Directional signs/post	ea	
Site Signage-Monument & Building Signage	Allowance	
Landscaping and Irrigation		\$361 988
Landscaping Per Code / Auto Irrig - 14 Zones	sf	
Cedar Trees - Special Property Screening (6') - 690 Trees	ea	
Mulch Bark & Topsoil - Import / Place	cy	
UTILITIES		\$3 424 766
Site Water Distribution		\$334 500
Domestic Water-Piping	lf	
Fire Sprinkler Water- Vault/Valves	inc	
Fire Sprinkler Water- Piping	inc	
Fire Hydrant Water- Piping- On site	inc	
Fire Hydrants -	ea	
Site Sanitary Sewer		\$273 158
Sanitary Sewer-Piping- Building	lf	
Sanitary Sewer-Piping- Trash Enclosure	lf	
Sanitary Sewer-Grease Trap- Exterior	ls	
Sanitary Sewer- Extension Piping- Future Building/ Site	lf	
Sanitary Sewer- Offsite / Onsite Relocate	nic	
Miscellaneous On & Offsite Improvements		\$2 247 050
Beavercreek Intersection (Signalization, Turn Lanes, Pole Burial)	Allowance	
On & Offsite Public Roads & RT. of Way Improvements	Allowance	
Site Storm Drainage		\$393 146
Storm Sewer - Piping / Trenching / Backfill	lf	
Storm Sewer - Catch Basins/Manhole/Vault/Oil/Water Separator	ea	
Storm Sewer - Pumping	nic	
Storm Sewer - Detention System	ls	
Storm Sewer - Bio Filtration System	ls	
Storm Sewer - Foundation Drainage	lf	
Site Gas Piping		\$34 200
Natural Gas Piping - By Gas Co.	inc	
Natural Gas Sleeving	lf	
Oil Tanks	nic	
Special Fuel - Propane Tanks & Distribution	nic	
Site Electrical Utilities-		\$142 713
Elect Service - Vault / Pad / Distribution	inc	
Elect Service - Conduit	lf	
Elect-Site Lighting Conduit / Power Dist. -	lf	

Spec - Gate operators
 Power Lines - Relocation, Burial, Increase Line/Transmission Height
 Cable / Phone / Satellite Service Wiring - By Service Provider
 Low Voltage - PVC Conduit - Typically 6"

inc
 nic
 nic
 If

SUBTOTAL

\$18 661 265	\$18 661 265
--------------	--------------

Contractor's Fee, General Liability Insurance & Overhead

x

\$1 492 901	\$1 492 901
-------------	-------------

SUBTOTAL

\$20 154 167	\$20 154 167
--------------	--------------

Contingency

x

\$699 797	\$699 797
-----------	-----------

Add Bridge Crane & Low Voltage (Data / Communication / Security) Allowance

\$600 000

\$600 000

TOTAL - CONSTRUCTION HARD COSTS - ESTIMATE

\$21 453 964

\$21 453 964



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 CLACKAMAS COUNTY
 TRANSPORTATION MAINTENANCE FACILITY

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SCHEMATIC SITE PLAN

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DATE:

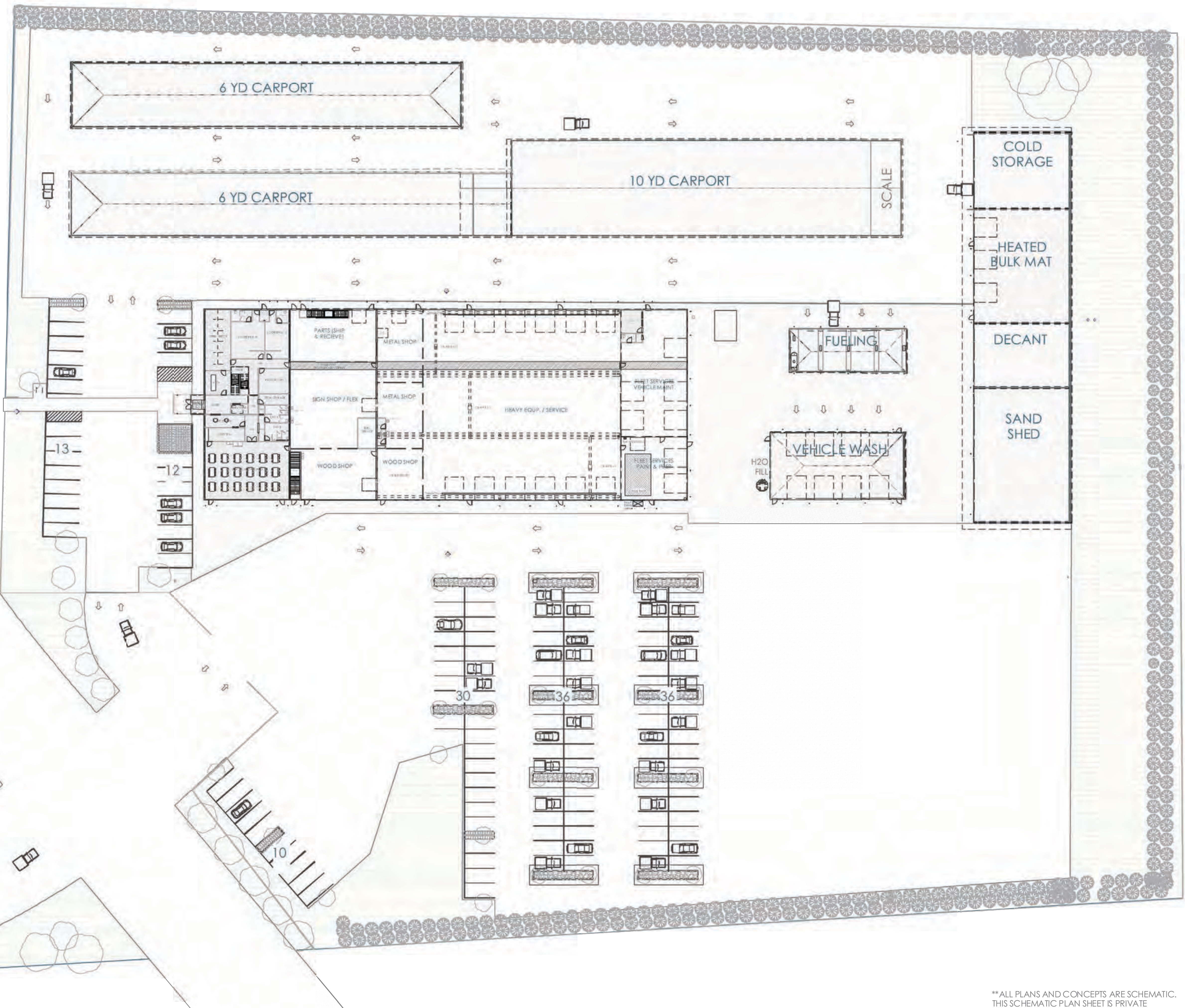
11/29/2018

SCALE:

1" = 30'

SHEET:

SITE



PARKING REQUIREMENTS
 OREGON CITY MUNICIPAL CODE 17.52
 OFFICE 2.70 - 3.33 STALLS / 1,000 SF OF LEASABLE AREA
 LIGHT INDUSTRIAL
 1.3 - 1.60 / 1,000 SF OF LEASABLE AREA
 PARKING ANALYSIS

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SITE RENDERING -
 SCHEMATIC IMAGE A

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DATE:

11/29/2018

SCALE:

SHEET:

IM A

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SITE RENDERING
SCHEMATIC IMAGE B

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DATE:

11/29/2018

SCALE:

SHEET:

IM B

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SITE RENDERING
SCHEMATIC IMAGE C

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DATE:

11/29/2018

SCALE:

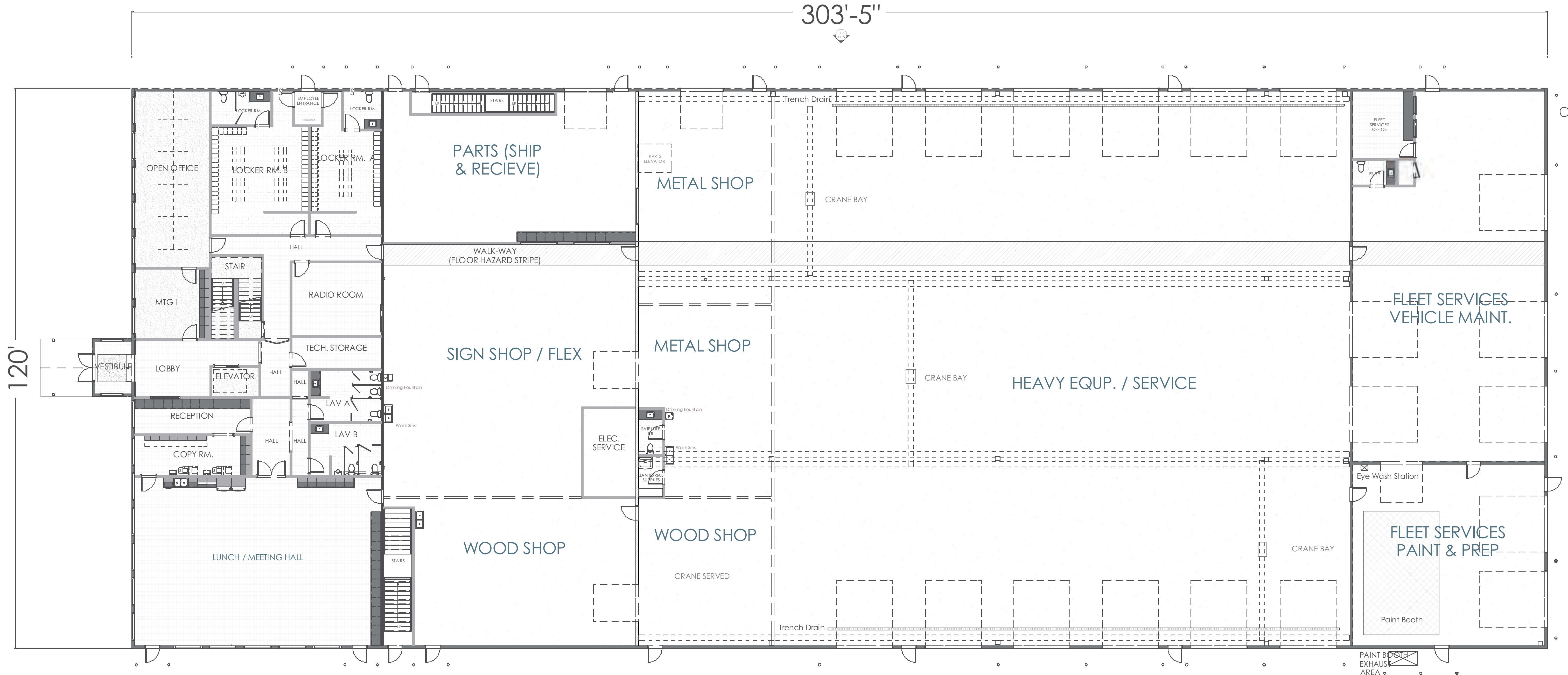
SHEET:

IM C

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120'

303'-5"

BUILDING FOOTPRINT
 AREA: 36514 sq ft

MAIN FLOOR SCHEMATIC
 PLAN

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DATE:

11/29/2018

SCALE:

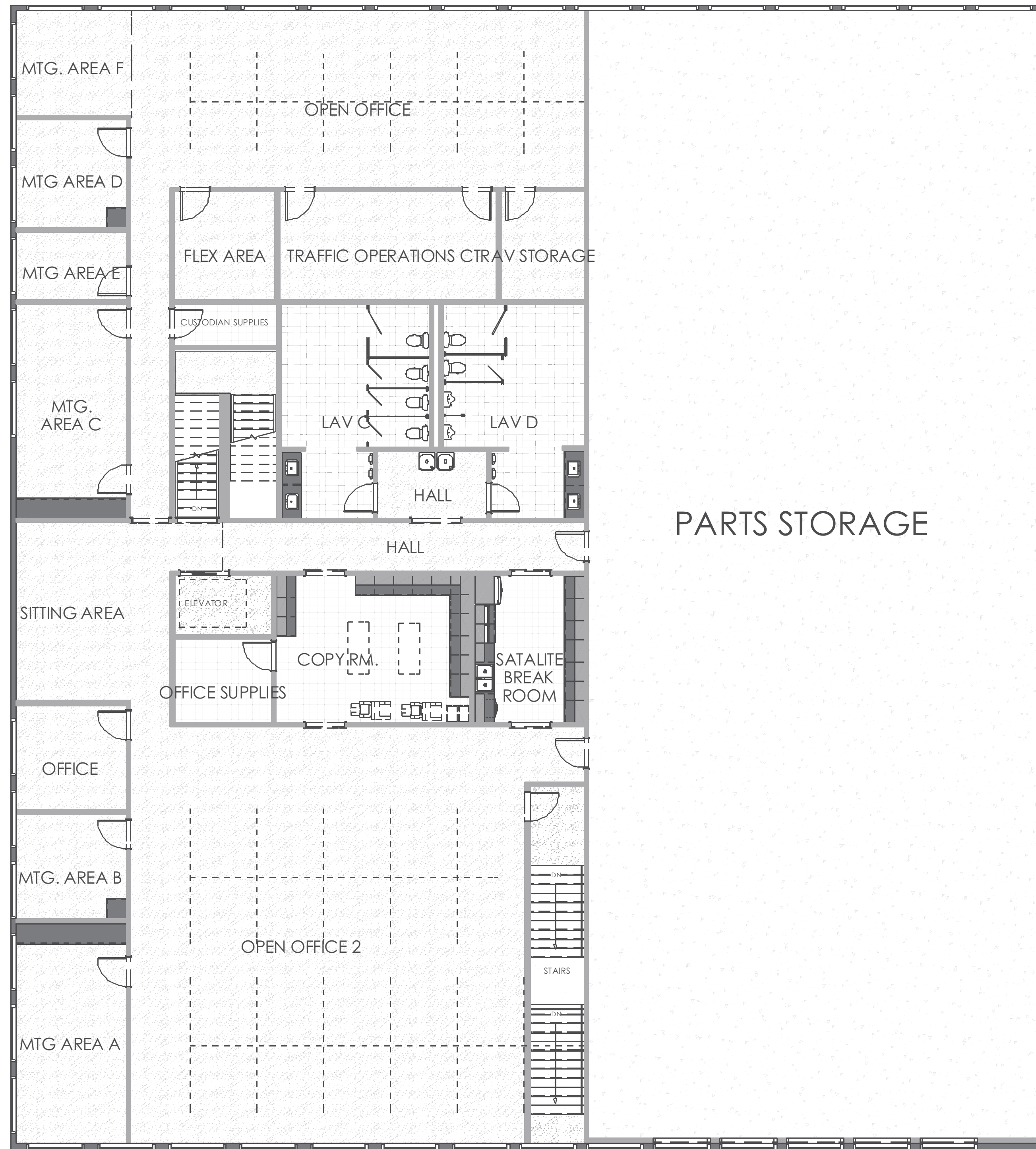
SHEET:

FLR 1

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UPSTAIRS
 AREA: 12776 sq ft

UPPER FLOOR SCHEMATIC
 PLAN

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SCALE:

SHEET:

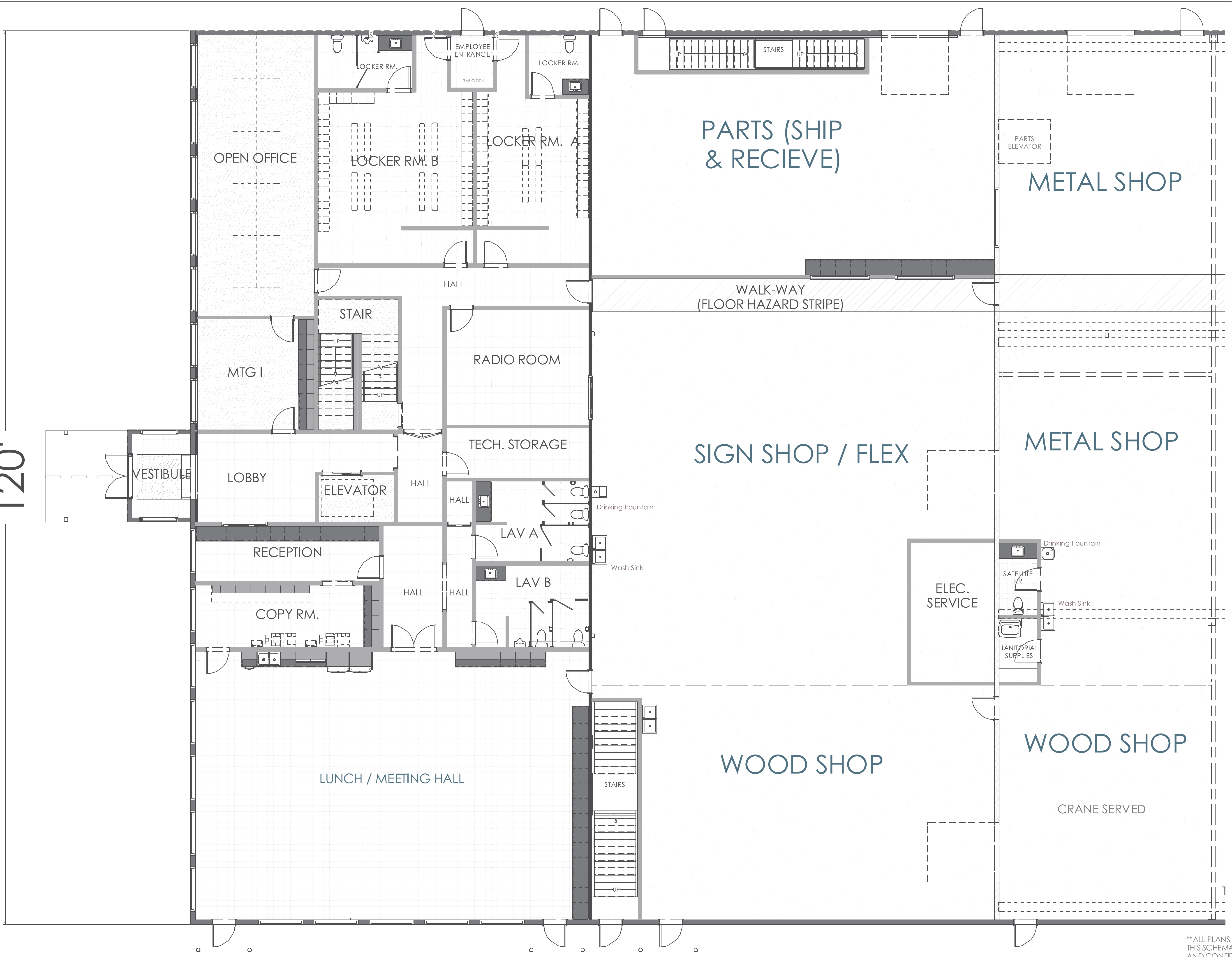
UPPER

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120'



MAIN OFFICE/PARTS AREA
 SCHEMATIC PLAN

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DATE:

11/29/2018

SCALE:

5/32" = 1'

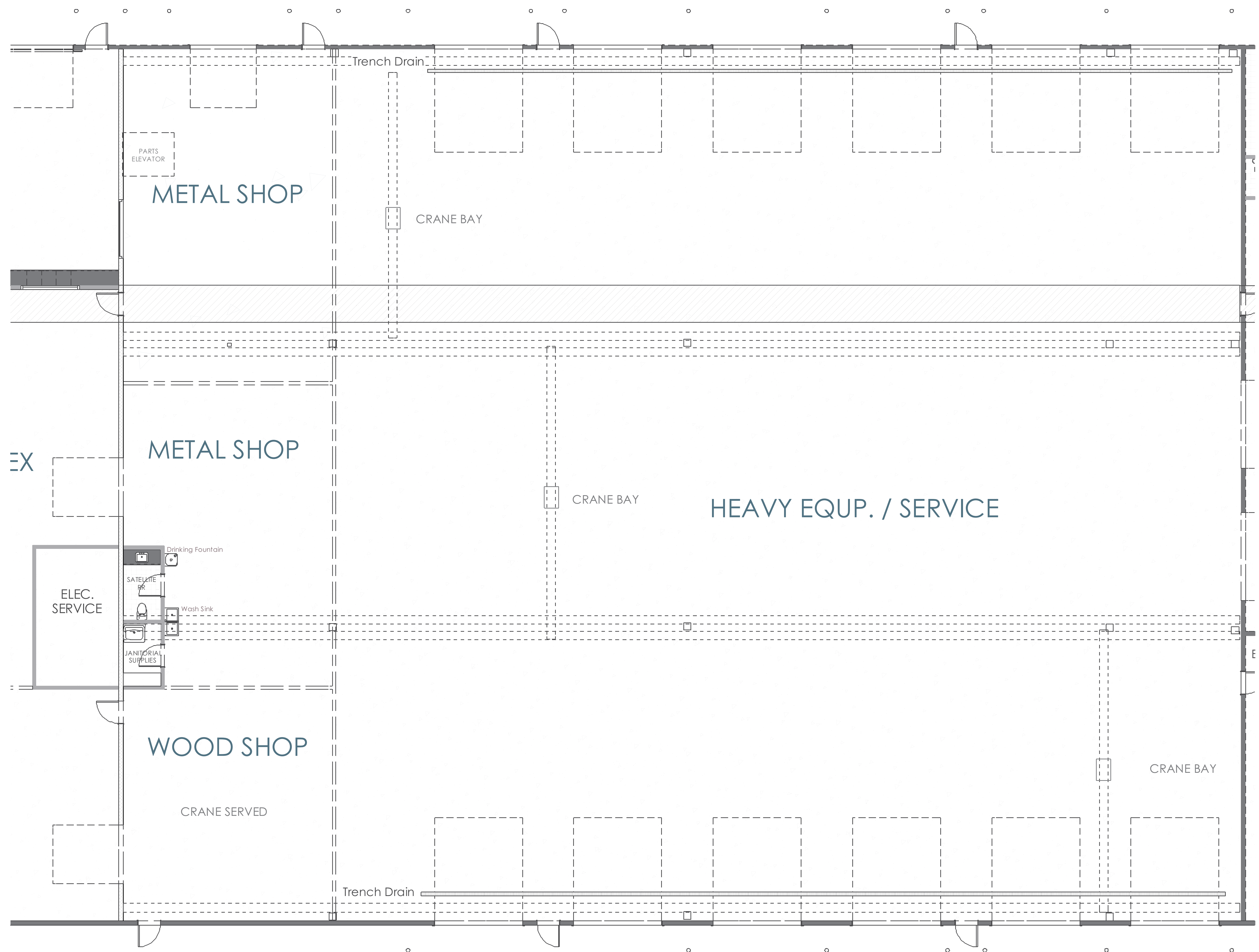
SHEET:

MAIN 2

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HEAVY EQUIP. / SERVICE

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DATE:

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SCALE:

1/8" = 1'

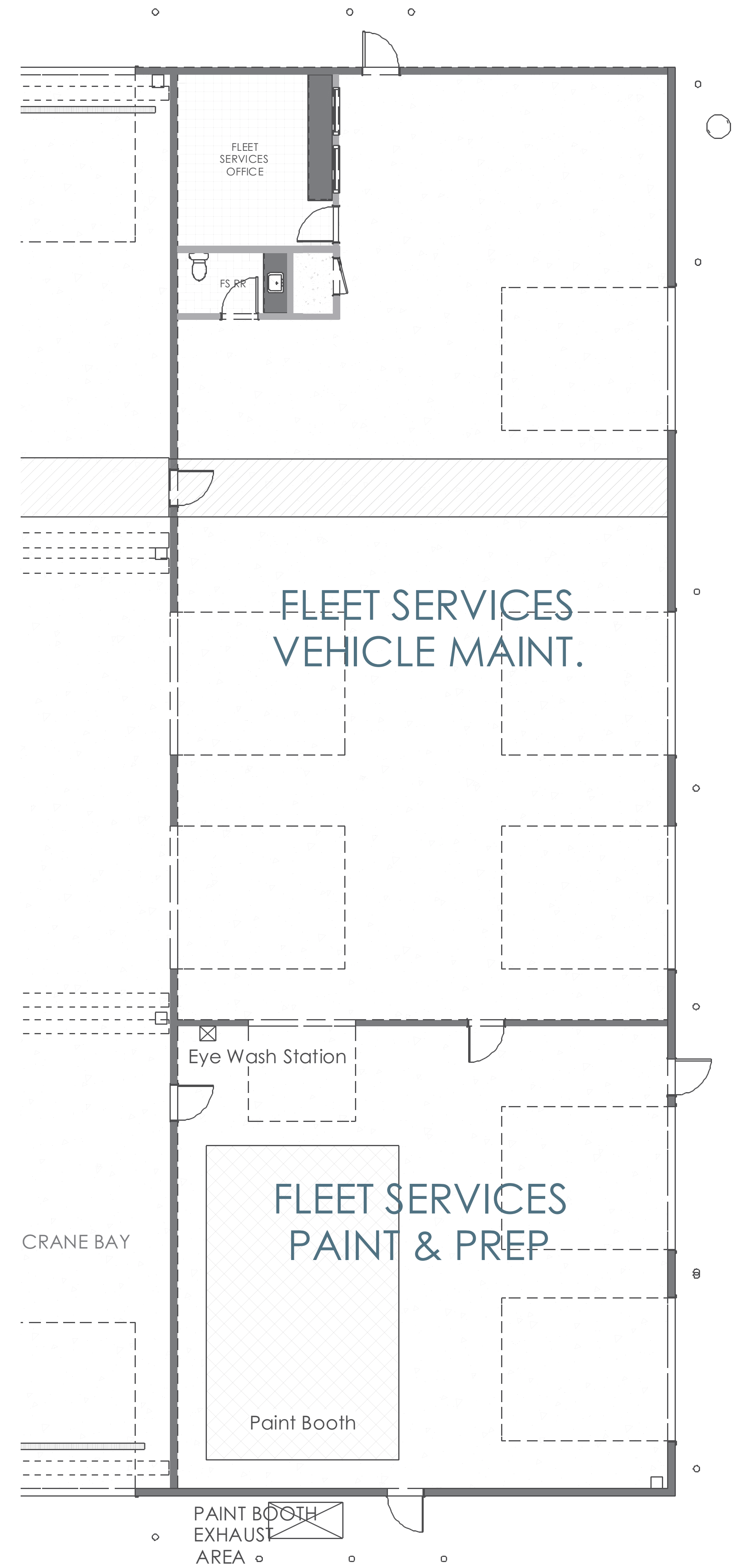
SHEET:

H.E.

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FLEET SERVICE AREA
 SCHEMATIC LAYOUT

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DATE:

11/29/2018

SCALE:

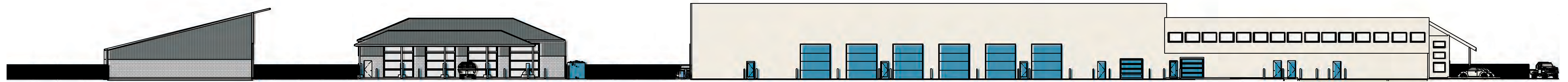
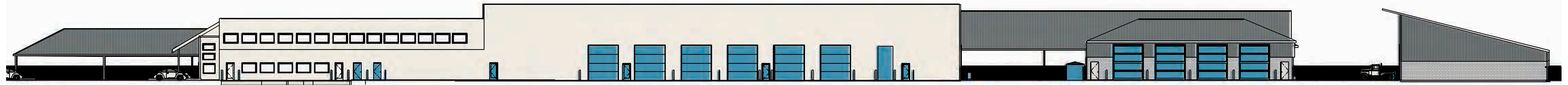
SHEET:

FLEET

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ELEVATION SCHEMATICS

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DATE:

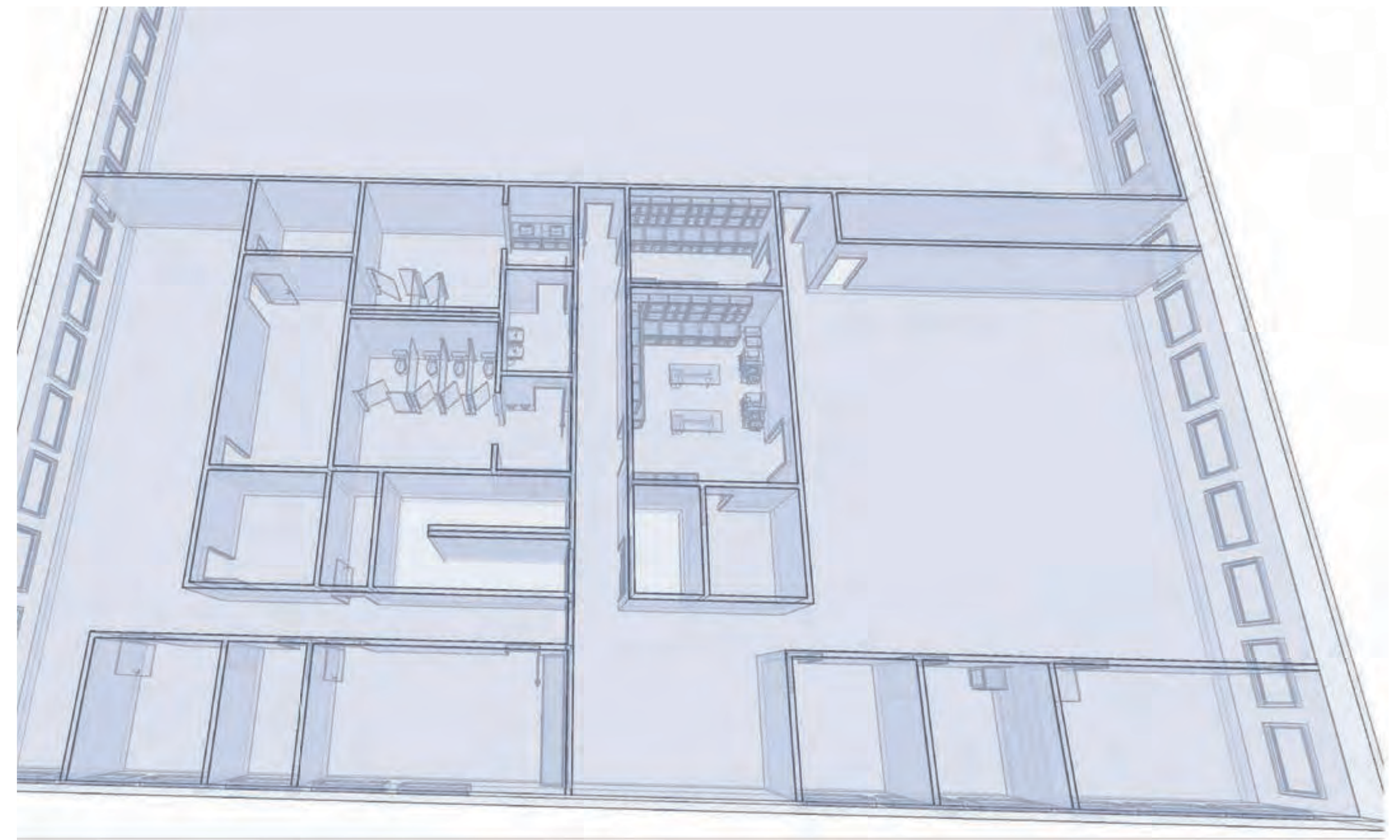
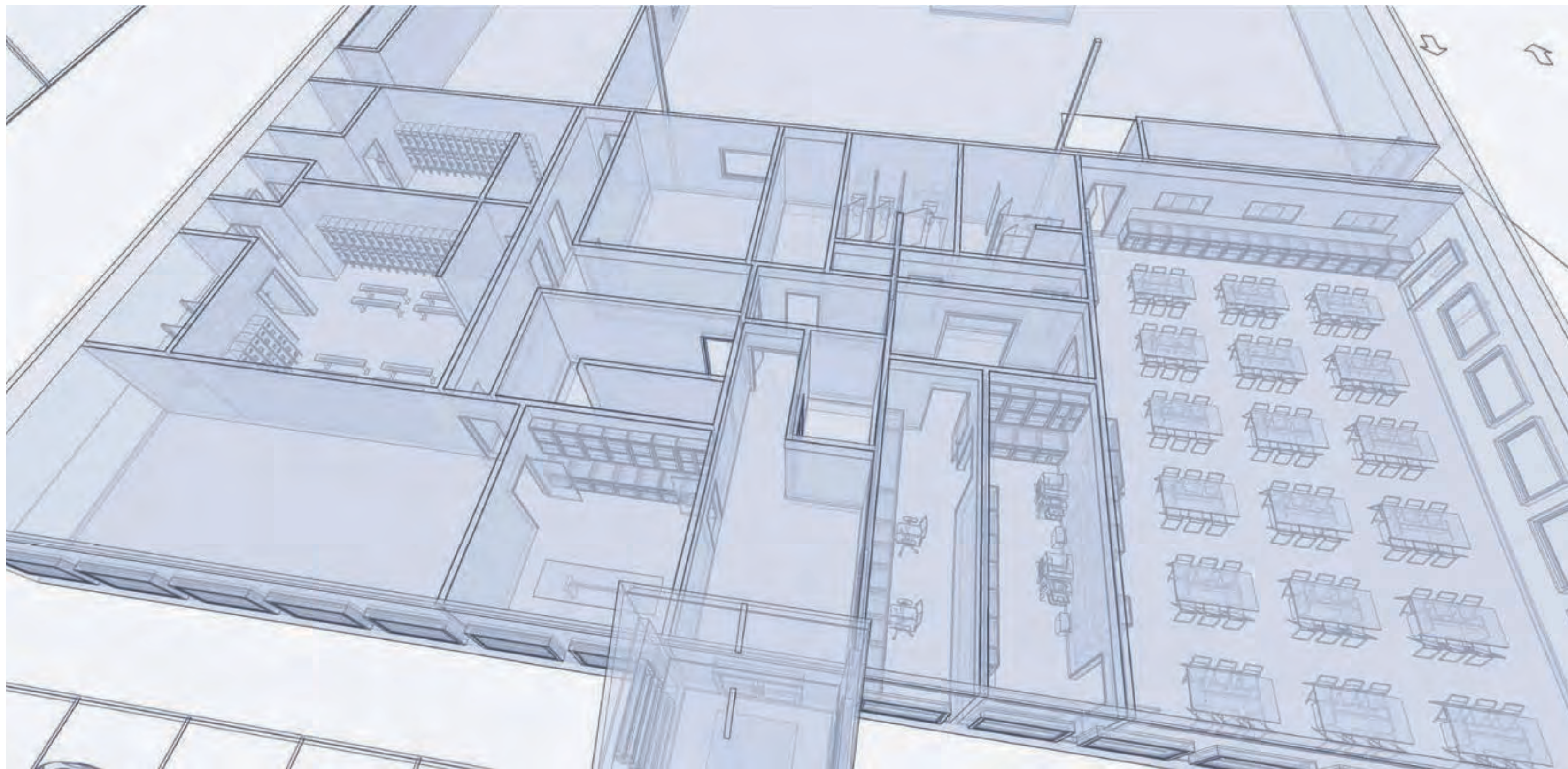
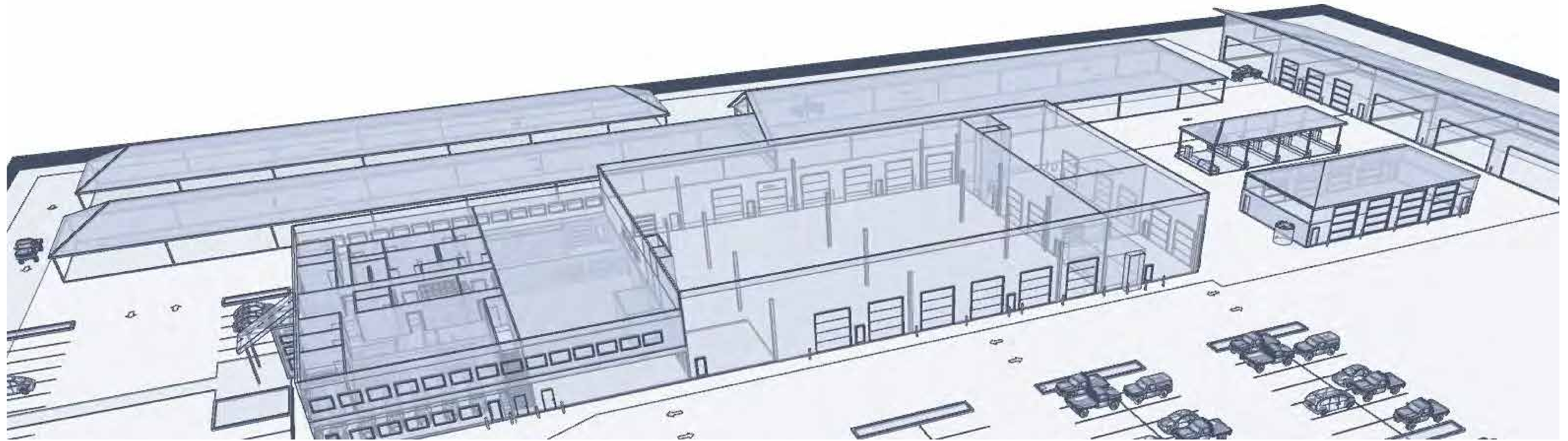
11/29/2018

SCALE:

SHEET:

ELEV

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CONFIDENTIAL USER
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RIGHT ELEVATION
 SCHEMATIC

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DATE:

11/29/2018

SCALE:

SHEET:

RIGHT

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EXHIBIT C

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

BEAVERCREEK STRUCTURES, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars (\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 20__.

BEAVERCREEK STRUCTURES, LLC, and
Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 20__, by _____, as _____ of Beaver Creek Structures, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT D

TMD Facility Sale Agreement

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this “**Agreement**”) is by and between CLACKAMAS COUNTY, a corporate body politic (the “**County**”), and The Blue at Abernethy Creek, LLC, an Oregon limited liability company or assigns (the “**Developer**”). The latest date on which this Agreement is signed by County and Developer (as indicated below their signatures herein) is referred to in this Agreement as the “**Effective Date**.”

RECITALS

A. The County has deemed it to be vital and in the best interest of the County and the health and safety, morals and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements to relocate the Transportation Maintenance Division from its current location at 902 Abernethy Road, with associated Tax Parcel numbers of 00562126, 00561065, 00561074, 00561083, 00563009, 00561332, 00561341, 00561350, and 00561369 and identified as Tax Lots 22E29CD00100, 22E29CA02400, 22E29CA02500, 22E29CA02700, 22E29DB00900, 22E29CC01400, 22E29CC01500, 22E29CC01600, and 22E29CC01700 (the “**Subject Property**” or the “**Property**”) to a new facility on certain real property generally described as 11.76 acres of land on Beaver Creek Road located at 19314 S. Beaver Creek Road, Oregon City, Oregon with an associated Tax Parcel number of 00868975 and identified as Tax Lot 32E09A 00800 (the “**Beaver Creek Road Site**”). Relocation of the Transportation Maintenance Division to the Subject Property pursuant to this Agreement are for reasons that generally include but are not specifically limited to the following:

- a. Existing facilities on the Subject Property are located within a FEMA designated 100-year flood plain. The risk of flooding was most recently evidenced in 1996 when the Subject Property was besieged by floodwater. Abernethy Creek has crested above the floor heights of the existing facilities on the Subject Property eight times since 1923. When the public needs the vital operations of the Transportation Maintenance Division most, it is essential that its facilities are not underwater.
- b. The Transportation Maintenance Division has out grown existing facilities.
- c. Existing facilities are inefficient, due to many years of dealing with growth in the County’s Department of Transportation and Development, due to improper location relative to site geometry, and due to inadequate size which fails to allow for proper vehicle circulation.
- d. The Transportation Maintenance Division expends funds every year to move critical equipment in and out of the flood zone during potential flooding events in an attempt to mitigate the risk of operational disruptions in the event of flooding.
- e. Concern over cost and safety issues stemming from unauthorized camping and property use along the Abernethy Creek.
- f. The Subject Property is underdeveloped from its highest and best use. Redevelopment of the Subject Property would create additional assessed value for the County.

B. The principals of the Developer control Beaver Creek Structures, LLC (“Beaver Creek Structures”), which owns the Beaver Creek Road Site. The Beaver Creek Road Site meets or exceeds all requirements identified by the County as a potential new location for operations of the Transportation Maintenance Division. The County criteria for a new site location includes but is not specifically limited to the following:

- a. Close proximity to Clackamas County Headquarters on the Red Soils Campus.
- b. Signalized access onto Beaver Creek Road.
- c. Central location within the Transportation Maintenance Division’s service area.
- d. Proper zoning for County’s desired use.

C. County desires to purchase a new facility for the operations of the Clackamas County Maintenance Division from Beaver Creek Structures for the following reasons that include but are not specifically limited to the following:

- a. Beaver Creek Structures owns or controls real property that meets County requirements for a new location for operations of the Transportation Maintenance Division.
- b. Beaver Creek Structures possesses the necessary qualifications to develop new facilities for the Transportation Maintenance Division.
- c. Beaver Creek Structures may purchase, for investment purposes, the Subject Property for a mutual agreed price which is supported by appraisal.

D. ORS 275.030(2) provides that a county may sell and convey real estate owned by the county in a manner provided in ORS chapter 271 if the real estate was not acquired by foreclosure for nonpayment of real property taxes and the county governing body deems it not to be in the best interest of the county to sell and convey in the manner provided under ORS 275.120, 275.140 to 275.160 and 275.180 to 275.260. ORS 271.310 further provides that whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision’s interest in the property to a governmental body or private individual or corporation and that the consideration for the transfer or lease may be cash or real property, or both. The County, by separate resolution, has determined that the public interest is furthered by sale and exchange of the Subject Property to the Seller for a new facility on the Beaver Creek Road Site and that it is in the best interest of the County to sell and convey the real property in a manner provided under ORS chapter 271.

AGREEMENT

ARTICLE 1: SUBJECT OF AGREEMENT

Section 1.1: The Subject Property and Improvements.

The Subject Property consists of approximately 22.75 acres of land which includes various improvements thereon that are further described herein. The Subject Property is more particularly shown on the vicinity map and general property outline attached hereto as **Exhibit “A”**.

Section 1.2: The Maintenance Facility Sale Agreement.

The County and Beaver Creek Structures are party to a separate agreement, of even date herewith, for the sale of certain real property and various turnkey improvements that Beaver Creek Structures proposes to construct on the site (collectively herein, the “**Maintenance Facility Sale Agreement**”). Under the Maintenance Facility Sale Agreement, Beaver Creek Structures agrees to sell to the County the Maintenance Facility for a mutually agreed price. Closing of the Maintenance Facility Sale Agreement is to be concurrent with the Closing Date of this Agreement, as that term is defined below.

Section 1.3: The County.

The County is a corporate body politic of the State of Oregon. The term “**County**” as used in this Agreement includes any assignee of or successor to its rights, powers, duties and responsibilities. The principal offices and mailing address of the County for purposes of this Agreement is:

Clackamas County
c/o Department of Transportation and Development
150 Beaver Creek Road
Oregon City, OR 97045
Attn: Director

Section 1.4: The Developer.

The term “**Developer**” as used in this Agreement is The Blue at Abernethy Creek, LLC, an Oregon Limited Liability Company, or any permitted assignee of Developer as provided in Section 1.6 below. The principal office and mailing address of the Developer for purposes of this Agreement is:

The Blue at Abernethy Creek, LLC
Five Centerpointe, STE 400
Lake Oswego, Oregon 97281
Attn: Dan Fowler and John Miller, collectively Principals
Email: danf@greenwayig.com and johnm@greenwayig.com

Section 1.5: Escrow Officer/Title Company.

The principal office and mailing address of the Escrow Officer and Title Company for purposes of this Agreement is:

First American Title
9200 SE Sunnyside Road, Suite 400
Clackamas, OR 97015
Attn: Debbie Chase
Phone: 503.659.0069
Email: dchase@firstam.com

Section 1.6: Prohibition Against Change in Management and Control of Developer.

The qualifications and identity of Developer and its principals are of particular concern to County and were essential to the selection of Developer by County for purposes of this transaction. No voluntary or involuntary successor in interest of Developer shall acquire any rights or powers under this Agreement, except as expressly set forth herein. All assignments of this Agreement shall require written consent of County, which consent shall not be unreasonably withheld, conditioned or delayed. Subject to the notice and opportunity to cure provisions set forth in Article 7 below, this Agreement may be terminated by County at its option before Closing if there is any change (voluntary or involuntary) in the ownership, management or control of Developer or any successor-in-interest of Developer inconsistent with this Agreement.

ARTICLE 2: COUNTY'S DUE DILIGENCE

Section 2.1: Title Commitment.

Within twenty (20) days after the Effective Date, the County will cause the Title Company (defined in Section 3.3 below) to furnish to Developer its preliminary title report on the Subject Property (the "**Preliminary Commitment**"), along with copies of all documents that give rise to exceptions listed in the Preliminary Commitment (the "**Underlying Documents**"). Within thirty (30) days of receiving the last of the Preliminary Commitment, the Underlying Documents and the Initial Survey (defined in Section 2.2 below), Developer will give the County written notice setting forth the title exceptions that are not acceptable to Developer (the "**Unacceptable Exceptions**"). All exceptions other than those timely objected to will be deemed acceptable to Developer as "**Permitted Exceptions.**" The County will have thirty (30) days after receiving Developer's notice within which to notify Developer in writing whether the County is willing or able to eliminate the Unacceptable Exceptions. If the County agrees to eliminate the Unacceptable Exceptions, the County will be obligated to do so on or before Closing (defined in Section 3.3 below). If the County is unwilling or unable to eliminate the Unacceptable Exceptions, Developer may terminate this Agreement or elect to accept the Unacceptable Exceptions and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its objections to the Unacceptable Exceptions and all of the Unacceptable Exceptions shall become Permitted Exceptions. Developer shall have the same rights as set forth above to approve (or disapprove) and terminate this Agreement with respect to any subsequent title matters or exceptions that are disclosed in any subsequent title reports that may be issued after the receipt of the initial Preliminary Commitment. Upon termination of this Agreement by the Developer as provided in this Section 2.1, the Earnest Money (defined below) shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those

obligations herein that expressly survive such termination.

Section 2.2: Survey.

Within twenty (20) days after the Effective Date, the County shall deliver the most recent survey of the Subject Property, if any, in its possession to Developer (the “**Initial Survey**”). At its option and expense, Developer may order an update to the Survey (or a new survey) (the Initial Survey, as updated or a new survey, as applicable, is referred to herein as the “**Survey**”). If applicable, Developer shall deliver a copy of any new or updated survey to the County promptly upon receipt. Within thirty (30) days after receipt of the Initial Survey, the Developer may deliver to the County, in writing, any objections to any matters shown on the Survey (the “**Survey Objections**”). Developer’s failure to timely object to any such matters shall be deemed to constitute Developer’s approval thereof and such shall then become Permitted Exceptions, as defined in Section 2.1. If Developer timely objects to any matters shown on the Survey, then the County shall have the right, but not the obligation, to agree in writing to cure before Closing such Survey Objections, or to decline to cure such Survey Objections. The County will have twenty (20) days after receiving Developer’s Survey Objections within which to notify Developer in writing whether the County is willing or able to cure the Survey Objections. If the County agrees to cure the Survey Objections, the County will be obligated to do so by Closing at its cost. If the County is unwilling or unable to cure the Survey Objections, Developer may terminate this Agreement or elect to accept the Survey Objections and proceed by giving written notice to the County within ten (10) days of receiving notice from the County. If Developer does not provide timely written notice of its election to terminate this Agreement, it will be deemed to have waived its Survey Objections and all of the Survey Objections shall become Permitted Exceptions. Notwithstanding anything to the contrary above, although Developer may elect to update the Initial Survey or obtain a new survey, Developer is not obligated to do so. Upon termination of this Agreement by Developer as provided above, the Earnest Money shall be refunded to Developer and neither party shall have any further obligations or liability hereunder, except for those obligations herein that expressly survive such termination.

Section 2.3: Property Documents.

Within twenty (20) days after the Effective Date, the County shall deliver all documents and materials which the County has in its possession (or access to) which concern the Subject Property or its development, including but not limited to: tax and assessment documents, existing surveys, environmental assessments; soils or geotechnical reports; wetland reports, permits; traffic studies; copies of use and development permits; and any easements, covenants, conditions, restrictions, maintenance agreements, development standards applicable to the Subject Property and not otherwise set forth herein (except those that appear in zoning codes, comprehensive plans or other readily available government planning documents).

Within one hundred eighty days (180) after the Effective Date, the County shall deliver a supplement to the report titled “Limited Phase II Environmental Site Assessment Results” dated December 19, 2018 (the “Phase II Report”) that includes additional environmental site assessment

necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

Section 2.4: Due Diligence Periods.

Developer shall have a period of time after the Effective Date (the "**Due Diligence Period**") to conduct its due diligence investigation of the Property and to satisfy itself concerning all aspects of the Property and the suitability of the Property for Developer's intended uses, including without limitation the physical condition of the Property, the amount of land available to support Developer's intended use, zoning, access, and utilities. The Due Diligence Period shall expire upon the earlier of four hundred eighty-five (485) days after the Effective Date or upon the expiration of the Design and Entitlement Due Diligence Period, as that term is specifically defined in the Maintenance Facility Sale Agreement. During the period from the Effective Date until the expiration of the Due Diligence Period, Developer and its employees, agents, consultants, contractors, prospective tenants or purchasers, and lenders may enter the Property to perform such tests, inspections and studies as Developer may deem necessary, including without limitation environmental assessments. Developer hereby indemnifies and holds the County, and their elected officials, officers, agents and employees harmless from any injury or damages arising out of any activity of Developer, its agents, employees and contractors performed and conducted on the Property for the purposes of completing its due diligence. Due diligence may include, without limitations, physical inspections of the Property; soils investigations and coring; Phase I and, as necessary, Phase II environmental assessments; and examination of survey and title exceptions. Developer shall restore the Property to its pre-examination state after conducting such due diligence at its own expense. Developer agrees to provide the County with copies of all third party reports concerning the condition of the Property obtained or produced as a result of its due diligence investigation. On or before expiration of the Due Diligence Period, Developer at its option and in its sole and absolute discretion may provide the County with a notice approving its due diligence investigation of the Property and electing to proceed with acquisition of the Property as provided herein (the "**Approval Notice**"). Alternatively, Developer at its option and in its sole and absolute discretion may provide notice to the County of its election to terminate this Agreement prior to the expiration of the Due Diligence Period. If Developer fails to provide either the Approval Notice or a termination notice prior to expiration of the Due Diligence Period, Developer shall be deemed to have elected to proceed with this Agreement as if an Approval Notice were given to the County prior to expiration of the Due Diligence Period. Where Developer elects to terminate this Agreement, except as otherwise expressly provided herein, neither party shall have any further rights, duties or obligations hereunder and the Earnest Money shall be fully and immediately refunded to Developer.

Section 2.5: Governmental Approvals.

Prior to the Closing Date, County agrees to join in executing any applications reasonably required by Developer in connection with its attempts to obtain governmental permits and approvals for Developer's intended use of the Subject Property. County's agreement to cooperate with Developer in connection with Developer's governmental approvals and any other provision

of this Agreement shall not be construed as making either party an agent or partner of the other party.

Section 2.6: No Liens.

Prior to Closing, the Developer shall not place or allow to be placed on the Subject Property or any part thereof any mortgage, trust deed, encumbrance or lien, unless specifically pre-approved in writing by the County. The Developer shall remove or have removed any levy, lien or attachment made on the Subject Property, or any part thereof, or provide assurance of the satisfaction therein within a reasonable time, but in any case no later than thirty (30) days of such levy, lien or attachment coming into existence without permission prior of the County. Developer may contest or challenge the validity or amount of any such lien or encumbrance provided such challenge or contest is taken in accordance with applicable law and within a reasonable time, so long as Developer provides security satisfactory to the County protecting the County's interests, or (in the case of construction liens) bonds against the liens as permitted by statute.

ARTICLE 3: DISPOSITION OF PROPERTY

Section 3.1: Purchase and Sale of the Property; Total Purchase Price.

In accordance with, and subject to all the terms, covenants, and conditions of this Agreement, the County agrees to sell to the Developer, and Developer agrees to purchase from the County, the Subject Property, for a sum of Three Million Three Hundred Forty Four Thousand Two Hundred Fifty One and 00/100 Dollars (\$3,344,251.00) (the "**Purchase Price**").

Section 3.2: Earnest Money Deposit.

Developer shall, within three (3) business day after the Effective Date, deliver to the Title Company (defined below) the sum of One Hundred Fifty Thousand Dollars (\$150,000) as the initial earnest money in cash or by wire transfer of immediately available funds (the "**Earnest Money**") to be held and applied in accordance with the terms of this Agreement. If Developer fails to timely deposit the Earnest Money as provided above, this Agreement shall terminate and neither Developer nor the County shall have any further obligations to one another. Upon expiration of Developer's Due Diligence Period, the Earnest Money shall become nonrefundable except where otherwise expressly provided in this Agreement (the "**Earnest Money Funds**"). The Earnest Money Funds will be applied to the Purchase Price due by Developer at Closing. If this Agreement terminates prior to expiration of the Due Diligence Period for any reason, the Earnest Money shall be surrendered by the Title Company to Developer.

Section 3.3: Closing.

This transaction shall close (the "**Closing**") concurrent with the close of the Maintenance Facility Sale Agreement (the "**Closing Date**"). The Closing Date of this Agreement shall be dictated by the closing of the Maintenance Facility Agreement. The County and Developer shall be prepared to close within One Thousand Forty Nine (1,049) days from the Effective Date of this

Agreement, except for any extensions which are provided for in the Maintenance Facility Agreement.

Closing shall occur in escrow on or before the Closing Date by and through a mutually acceptable escrow officer (the "**Escrow Officer**") of First American Title, 9200 SE Sunnyside Road, Suite 400, Clackamas, OR 97015 (the "**Title Company**"), in accordance with the terms and conditions of this Agreement. Developer agrees, subject to the terms and conditions hereunder for its benefit, to accept conveyance of the Subject Property and pay to the County at Closing the Purchase Price for the Subject Property by wire transfer of immediately available funds, subject to the credits, debits, prorations and adjustments provided for in this Agreement, including a credit for the Earnest Money. The County and the Developer agree to perform all acts necessary to close this transaction in accordance with the terms of this Agreement. Each party may submit escrow instructions to the Escrow Officer consistent with this Agreement. Once submitted, instructions may not be withdrawn or altered without the consent of both the County and the Developer.

Section 3.4: Deed Form.

At Closing, the County shall convey to the Developer fee simple title to the Subject Property by Warranty Deed, duly executed, acknowledged and delivered in the form of **Exhibit "C"** attached hereto (the "**Deed**"), free and clear of all liens, claims and encumbrances other than the Permitted Exceptions. Conveyance of title to the Subject Property to Developer shall conclusively establish satisfaction or waiver of all closing conditions set forth in Article 4 herein.

Section 3.5: Title Insurance; Prorations; Adjustments; Commissions.

3.5.1 The County shall be responsible for obtaining a standard Owner's policy of title insurance for the Subject Property. Developer, at its option, shall be responsible for any additional premiums for extended coverage and additional title endorsements. At Developer's request, the County will execute and deliver at Closing an affidavit certifying that there are no unrecorded leases or agreements affecting the Property, there are no parties in possession of the Subject Property beside the County, that there are no mechanic's or statutory liens against the Subject Property, and as to such other matters as may be reasonably requested by the Title Company or Developer for issuance of extended coverage title insurance in favor of the Developer.

3.5.2 Real property taxes and assessments and other expenses associated with the Subject Property for the current year (if any) shall be prorated and adjusted between the parties as of the Closing Date. The County shall be responsible for any and all real property taxes for the period of time prior to the recording of the Deed and the Developer shall be responsible for such taxes for the period of time on and subsequent thereto. Escrow fees shall be split evenly between the parties. Recording fees shall be paid by the Developer. The Developer shall be responsible for all professional fees incurred by Developer in connection with its investigation of the Subject Property, and payment of its respective legal fees and expenses. The County shall pay the costs of its own attorneys, consultants and advisors with respect to this transaction.

Section 3.6: Events of Closing.

Provided the Escrow Officer has received sums equal to the Purchase Price, as well as any costs, proration and adjustments as provided herein, and is in a position to cause the title insurance policy to be issued as described herein, this transaction shall be closed on the Closing Date as follows:

3.6.1 The Escrow Officer shall perform the proration and adjustments described in Section 3.5, and the parties shall be charged and credited accordingly.

3.6.2 Developer shall pay the entire Purchase Price to the County by wire transfer or cashier's check of immediately available funds, adjusted for the charges, proration, adjustments and credits set forth in this Agreement, including a credit for the Earnest Money.

3.6.3 Any liens required to be paid by the County at closing shall be paid and satisfied of record at the County's expense.

3.6.4 The County shall convey the real property to Developer by execution and delivery of the Deed, subject only to the Permitted Exceptions.

3.6.5 The Title Company shall be irrevocably committed to issue the policy described in Section 4.2.5, upon recordation of the Deed.

3.6.6 County shall deliver the County's Certification of Nonforeign Status as provided in Section 8.14 herein.

3.6.7 The Escrow Officer shall record documents in the real property records of Clackamas County in the following order: first, the deed to be conveyed in the Maintenance Facility Sale Agreement, and second, the Deed described in this Agreement.

3.6.8 The Escrow Officer has received sums equal to the Purchase Price for the sale pursuant to the Maintenance Facility Sale Agreement, as well as any costs, proration and adjustments, and is in a position to cause the title insurance policy to be issued as described in the Maintenance Facility Sale Agreement.

3.6.9 The parties will take such further actions and execute and deliver such other instruments as may be reasonably necessary or desirable to consummate the transactions contemplated by this Agreement.

Section 3.7: Possession.

Possession of the Property shall be delivered to the Developer concurrently with the conveyance of title on the Closing Date. The Developer shall accept title and possession on the Closing Date, unless such date is extended as provided herein.

Section 3.8: Conditions of the Property.

The Developer acknowledges that it is purchasing the Property “As Is,” except as otherwise provided herein.

ARTICLE 4: CLOSING CONDITIONS

Section 4.1: County’s Closing Conditions.

The County’s obligations to convey the Subject Property under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.1.1 The fulfillment by Developer of all its obligations and covenants under this Agreement to be performed on or before the Closing Date, including but not limited to the deposit of the Purchase Price required for conveyance of the Property.

4.1.2 The fulfillment by Developer of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.1.3 That all of Developer’s representations and covenants set forth in this Agreement are true and correct in all material respects on the Closing Date.

The foregoing conditions may be waived only by the County. If any one or more of such conditions are not satisfied as of the Closing Date, County at its option may terminate this Agreement, in which event the Earnest Money shall be returned to the Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by Developer, in which case the provisions of Section 7.1 below shall apply.

Section 4.2: Developer’s Closing Conditions.

Developer’s obligations to close the purchase of the Maintenance Facility under this Agreement are expressly conditioned upon the satisfaction of the following conditions:

4.2.1 The fulfillment by the County of all its material obligations and covenants under this Agreement to be performed on or before the Closing Date.

4.2.2 The fulfillment by the County of all its obligations and covenants under the Maintenance Facility Sale Agreement to be performed on or before the Closing Date of this Agreement.

4.2.3 That all of the County’s representations and covenants set forth in this Agreement are true and generally correct in all material respects on the Closing Date.

4.2.4 There being no change in the condition or legal requirements of the Subject Property, whether directly or indirectly, including any dumping of refuse or environmental contamination, after Effective Date, and that no legal action or proceeding (including condemnation) affecting the Subject Property shall have been materially threatened or commenced.

4.2.5 That the Title Company shall be irrevocably committed to issue an owner's title insurance policy, as described in Section 3.5 above, insuring that fee simple title is vested in Developer as of the Closing Date, in the amount of the Purchase Price, subject only to the Permitted Exceptions.

4.2.6 That the County shall deliver a supplement to the Phase II Report that includes additional environmental site assessment necessary to address the limitation noted on page 18 of the Phase II Report with respect to the wash rack (Building 10) on the Subject Property.

4.2.7 That the County shall deliver a 'No Further Action Letter' on environmental issues associated with those underground storage tanks identified in the Phase II Report and as DEQ UST Cleanup File #03-91-0385 requiring correction from Oregon State Department of Environmental Quality (DEQ) to allow for future site development. Environmental remediation required by the DEQ in conjunction with DEQ UST Cleanup File #03-91-0385 shall be completed at County expense.

The foregoing conditions may be waived only by Developer. If any one or more of such conditions are not satisfied as of the Closing Date, Developer at its option may terminate this Agreement, in which event the Earnest Money shall be refunded to Developer and neither party shall have any further obligation or liability hereunder (except for such obligations that expressly survive such termination), except to the extent such condition is not satisfied solely as a result of a breach of this Agreement by County, in which case the provisions of Section 7.2 below shall apply.

ARTICLE 5: RESERVED

ARTICLE 6: REPRESENTATIONS AND WARRANTIES

Section 6.1: County's Representations and Covenants.

County represents, warrants and covenants as follows:

6.1.1 County has been duly organized and is validly existing as a corporate body politic, in good standing in the State of Oregon. County has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.1.2 To the best of the County's knowledge (without any requirement of further investigation), there is no agreement to which County is a party or which is binding on County and

in conflict with this Agreement. There is no action or proceeding pending or, to County's knowledge, threatened against County which challenges or impairs County's ability to execute or perform its obligations under this Agreement.

6.1.3 All information, documents and instruments delivered to Developer by the County in connection with this Agreement are complete and true copies of such documents or original counterparts thereof.

6.1.4 To the best of the County's knowledge (without any requirement of further investigation), there are no actions, suits, claims, legal proceedings, condemnation or eminent domain proceedings, or any other proceedings affecting the Subject Property, or any portion thereof, at law or in equity, before any court or governmental agency, domestic or foreign, nor is there any basis for any such proceeding which, if adversely determined, might affect the use or operation of the Subject Property, the value of the Subject Property, or adversely affect the ability of the County to perform its obligations under this Agreement.

6.1.5 To the best of the County's knowledge (without any requirement of further investigation), there are no liens, bonds, encumbrances, covenants, conditions, reservations, restrictions, easements or other matters affecting the Subject Property except as disclosed in the Preliminary Commitment, and the County has not received notice and has no knowledge of any pending liens or special assessments to be made against the Subject Property.

6.1.6 From the Effective Date until the Closing Date, the County shall use commercially reasonable efforts to properly maintain the Subject Property in its current condition as of the Effective Date accounting for the County's normal operations, less reasonable impact of natural conditions and the Developer's due diligence efforts.

6.1.7 To the best of the County's knowledge (without any requirement of further investigation), other than this Agreement, the documents to be executed and delivered hereunder at Closing and the Permitted Exceptions, there are no contracts or agreements of any kind relating to the Subject Property to which the County or its agents is a party and which would be binding on the Developer after Closing.

6.1.8 The County has not obligated itself in any manner to sell the Subject Property to any party other than Developer and promises not to enter into an agreement with any other party for the sale or lease of any portion of the Subject Property while this Agreement is in effect.

6.1.9 The County's sale of the Subject Property is not subject to any federal, state or local withholding obligation under applicable tax laws.

6.1.10 To the best of the County's knowledge (without any requirement of further investigation), the County has received no written notice of and has no knowledge of any material violations or investigations of violations of any applicable laws or ordinances affecting the Subject Property that have not been corrected or resolved.

6.1.11 To the best of the County's knowledge (without any requirement of further investigation), besides those hazardous substances identified in a report titled Phase 1

Environmental Site Assessment authored by Environmental Consulting, Inc. dated May 30, 2018 and in the Phase II Report along with any supplement thereto, which have been provided to the Developer, no other hazardous substances exist at the Subject Property in any material concentration or quantity.

6.1.12 The County is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.1.13 The County, for a period of no fewer than six calendar years preceding the effective date of this Agreement, has faithfully complied with (i) all applicable tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to the County, to the County’s property, operations, receipts, or income, or to the County’s performance of or compensation for any work performed by the County; (iii) any tax provisions imposed by a political subdivision of this state that applied to the County, or to goods, services, or property, whether tangible or intangible, provided by the County; and (iv) any applicable rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

6.1.14 The County has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by the County which would obligate a third-party to be paid out of the proceeds of the sale of the Subject Property.

For the purposes of this Agreement, “County’s knowledge” is defined as the knowledge of Mr. Dan Johnson.

Section 6.2: Developer’s Representations and Covenants.

Developer represents, warrants and covenants as follows:

6.2.1 Developer is an Oregon limited liability company, duly organized and validly existing, and is qualified to do business in the state in which the Subject Property is located. Developer has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate the transactions contemplated hereby.

6.2.2 All Subject Property information, documents and instruments delivered to the County by Developer are complete and true copies of such documents or original counterparts thereof.

6.2.3 Developer is not a “foreign person” for purposes of Section 1445 of the Internal Revenue Code.

6.2.4 There is no agreement to which Developer is a party or which, to Developer’s knowledge, is binding on Developer which is in conflict with this Agreement. There is no action or proceeding pending or, to Developer’s knowledge, threatened against Developer which challenges or impairs Developer’s ability to execute or perform its obligations under this Agreement.

6.2.5 Dan Fowler, in his capacity as the Manager of Developer, is individually authorized to act on behalf of, and bind, the Developer

6.2.6. Developer has not engaged a real estate broker or agent for purposes of negotiating this transaction and no agreements have been executed by Developer which would obligate a third-party to be paid out of the proceeds of the sale of the Property.

Section 6.3: Survival.

All representations and warranties contained in this Agreement shall be true on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date, and shall survive Closing and not be merged into any documents delivered at Closing. The parties agree to disclose any material change in the representations and warranties contained in this Agreement.

ARTICLE 7: DEFAULTS AND REMEDIES

Section 7.1: County's Remedies.

In the event that this transaction fails to close solely on account of a default by Developer under this Agreement, this Agreement shall terminate and the Earnest Money and any accrued interest shall be forfeited by Developer and retained by the County as liquidated damages as the County's sole remedy for such default. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Developer's default, since the precise amount of such compensation would be difficult to determine. For any default by Developer that does not cause the transaction to fail, but which nevertheless causes damage to the County, the County shall be entitled to such remedies as may be available under applicable law.

In the event that any of the following occur prior to the conveyance of title to the Property, then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or the Property, or any portion thereof, shall, at the option of the County, be terminated by the County, in which event the Earnest Money (and any interest earned thereon) shall be retained by the County as liquidated damages and as its property without any deduction, offset or recoupment whatsoever, and neither the Developer nor the County shall have further rights against or liability to the other under this Agreement:

7.1.1 Developer (or any successor in interest thereto) assigns or attempts to assign this Agreement or any rights therein, or to the Property, in violation of this Agreement; or

7.1.2 There is a change in the ownership of the Developer contrary to the provisions of Section 1.6 hereof; or

7.1.3 The Developer does not tender the Purchase Price or take title to the Property on tender of conveyance by the County pursuant to this Agreement after the satisfaction or waiver of all of Developer's Closing Conditions set forth in Section 4.2

Section 7.2: Developer's Remedies.

If this transaction fails to close because of the County's default hereunder, the Earnest Money, and any accrued interest, shall be returned to Developer. Developer shall be entitled to such remedies for breach of contract as may be available under applicable law.

Section 7.3: Default.

Except for the parties' wrongful failure to close or satisfy a condition to Closing by the Closing Date or reasonably cooperate as set forth within this Agreement, neither party shall be deemed in default under this Agreement unless such party is given written notice of its failure to comply with this Agreement and such failure continues for a period of thirty (30) days following the date such notice is given. If the default is of such a nature that it cannot be completely remedied within such thirty (30) day period, this provision shall be complied with if the defaulting Party begins correction of the default within the thirty (30) day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

ARTICLE 8: GENERAL PROVISIONS

Section 8.1: Applicable Law.

The law of the State of Oregon shall govern the interpretation and enforcement of this Agreement without giving effect to the conflicts of law provision thereof.

Section 8.2: Attorney Fees.

The parties shall bear their own costs and attorney fees in the event an action is brought to enforce, modify or interpret the provisions of this Agreement.

Section 8.3: Acceptance of Service of Process.

In the event that any legal or equitable action is commenced by the Developer against the County, service of process on the County shall be made by personal service on the Director of the Department of Transportation and Development, as set forth in Section 1.3, or in such other manner as may be provided by law. In the event that any legal or equitable action is commenced by the County against the Developer, service of process on the Developer shall be made on the individual identified in Section 1.4, or in such other manner as may be provided by law.

Section 8.4: Notice, Demands and Communications Between the Parties.

All notices given pursuant to this Agreement shall be in writing sent to the addresses shown in Section 1.3 and Section 1.4 of this Agreement and to the attention of the person indicated, and shall be either: (i) mailed by first class mail, postage prepaid, certified or registered with return receipt requested, or (ii) delivered in person or by local or national courier.

Any notice (i) sent by mail in the manner specified in this section shall be deemed served or given three (3) business days after deposit in the United States Postal Service, and (ii) delivered in person or by local or national courier shall be deemed served or given upon receipt or refusal of delivery. Notice given to a party in any manner not specified above shall be effective only if and when received by the addressee as demonstrated by objective evidence in the possession of the sender. Each party may change its address for notice by giving not less than ten (10) days' prior notice of such change to the other party in the manner set forth above.

Section 8.5: Nonliability of Officials and Employees.

No member, manager, shareholder, director, officer, elected official, employee, affiliate, agent, or representative of any of the parties shall be personally liable to the other party or any successor-in-interest thereto, in the event of any default or breach by either party or for any amount that may become due to either party or its successor, or any obligations under the terms of this Agreement.

Section 8.6: Merger.

None of the provisions of this Agreement are intended to or shall be merged by reason of any deed referred to herein and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement, but shall be deemed made pursuant to this Agreement.

Section 8.7: Headings.

Any title of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 8.8: Time of Essence.

Time is of the essence of this Agreement. All obligations of the County and the Developer to each other shall be due at the time specified by the Agreement, or as the same may be extended by mutual agreement of the parties in writing.

Section 8.9: Severability.

If any clause, sentence or any other portion of the terms and conditions of this Agreement become illegal, null or void for any reason, or held by any court of competent jurisdiction to be so, the remaining portion will remain in full force and effect.

Section 8.10: No Partnership.

Neither anything in this Agreement or the documents delivered in connection herewith nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the parties to this Agreement.

Section 8.11: Nonwaiver of Government Rights.

Subject to the terms and conditions of this Agreement, by making this Agreement, the County is specifically not obligating itself, the County, or any other County with respect to any discretionary governmental action relating to the acquisition of the Property or development, operation and use of the improvements to be constructed on the Property, including, but not limited to, condemnation, comprehensive planning, rezoning, variances, environmental clearances or any other governmental County approvals that are or may be required.

Section 8.12: Entire Agreement; Waivers.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all prior negotiations or previous agreements between the parties or the predecessors in interest with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in a writing signed by the appropriate authorities of the County and the Developer, and all amendments thereto must be in a writing signed by the appropriate authorities by the County and the Developer.

Section 8.13: Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

Section 8.14: Non-Foreign Persons.

The parties agree to comply with the terms of Internal Revenue Code Section 1445 and at Closing, County shall execute and deliver to Developer and Title Company a non-foreign person affidavit in a form mutually acceptable to the parties. County represents and warrants that it is not a “foreign person” as that term is used in Internal Revenue Code Section 1445 and County agrees to furnish Developer with any necessary documentation to that effect.

Section 8.15: Waiver.

Failure of either party at any time to require performance of any provision of this Agreement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Section 8.16: Weekends and Holidays.

If the time for performance of any of the terms, conditions and provisions of this Agreement shall fall on a Friday, Saturday, Sunday or legal holiday, then the time of such performance shall be extended to the next business day thereafter.

Section 8.17: Neutral Construction.

This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and shall not be construed against either party by virtue of which party drafted all or any part of this Agreement.

Section 8.18: Exhibits.

All exhibits listed on the signature page below and attached hereto are incorporated into and constitute a part of this Agreement.

Section 8.19: Dispute Resolution.

Each party waives its rights to trial by jury in any claim, action, suit, or proceeding arising out of this Agreement or the transactions relating to its subject matter.

ARTICLE 9: SUCCESSOR INTEREST

This Agreement shall be binding upon and inure to the benefit of the parties, and their permitted successors and assigns.

ARTICLE 10: STATUTORY DISCLAIMER

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

“COUNTY”

CLACKAMAS COUNTY, a corporate body politic

By: _____
Chair

Date: _____, 2018

“DEVELOPER”

THE BLUE AT ABERNETHY CREEK, LLC, an Oregon limited liability company

By: _____

Date: _____, 2018

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Vicinity Map & General Property Outline |
| EXHIBIT B | Form of Warranty Deed |
| EXHIBIT C | Maintenance Facility Sale Agreement |

EXHIBIT A

Vicinity Map & General Property Outline



EXHIBIT B

Form of Warranty Deed

AFTER RECORDING SEND TO:

**UNTIL A CHANGE IS REQUESTED
ALL TAX STATEMENTS SHALL
BE SENT TO:**

STATUTORY WARRANTY DEED

The Blue at Abernethy Creek, LLC, an Oregon limited liability company (“Grantor”) conveys and warrants to **CLACKAMAS COUNTY**, a corporate body politic (“Grantee”) all of Grantor’s interest in that certain real property located in Clackamas County, Oregon, as more particularly described on Exhibit A attached hereto and incorporated herein, free of encumbrances except as specifically set forth herein.

Subject to and Excepting:

1. **itemize exceptions**
- 2.

The true consideration for this conveyance is _____ Dollars
(\$ _____).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED as of _____, 201__.

THE BLUE AT ABERNETHY CREEK, LLC,
and Oregon limited liability company

By: _____
Name:
Its:

STATE OF OREGON)
) ss.
County of _____)

The foregoing instrument was acknowledged before me on _____, 201__, by _____, as _____ of The Blue at Abernethy Creek, LLC, an Oregon limited liability company.

Notary Public for Oregon
My commission expires:

EXHIBIT A to Warranty Deed

Legal Description

EXHIBIT C

Maintenance Facility Sale Agreement



GEORGE MARLTON, JD
PROCUREMENT DIVISION DIRECTOR

PROCUREMENT DIVISION
PUBLIC SERVICES BUILDING
205 I KAEN ROAD | OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Authorization to Purchase Plastic Pavement Markings from Geveko Markings, for the Department of Transportation and Development

Purpose / Outcome	Approval to purchase plastic traffic pavement markings for the Clackamas County Department of Transportation and Development
Dollar Amount and Fiscal Impact	\$60,000.00 annually for a total contract amount of \$300,000.00.
Funding Source	Clackamas County Transportation Maintenance Division 215-7433-00-424715
Duration	To begin upon signature for five years, completion date June 30, 2023
Previous Board Action/Review	n/a
Strategic Plan Alignment	To build and maintain a strong infrastructure.
Contact Person	Randall Harmon, Transportation Operations Manager, 503-650-3246

Background:

The Transportation Maintenance Division uses plastic pavement markings on County roads to designate stop bars, stop ahead, 12" lines in small areas where the striping truck can't be used, biking symbols and lanes, railroad crossings, handicap symbols, etc. The Clackamas County Department of Transportation and Development has requested that Clackamas County Procurement purchase plastic traffic pavement markings from Geveko Markings in order to have the consumable product on hand when striping is necessary.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0440, Authority of Cooperative Procurements. The purchase will be made off cooperative contract #131001464 City of Portland Price Agreement for CTP Plastic for Traffic Markings through Geveko Markings. A notice of intent to purchase the pavement markings was issued on March 6, 2019. No comments were received by the time of closing on March 13, 2019.

Recommendation:

Staff recommends the Board of County Commissioners approve this purchase.

Sincerely
Tralee Thorn
Clackamas County Procurement

Placed on the Board Agenda of _____ by the Procurement Division.

Board Signature: _____



DAN JOHNSON
DIRECTOR

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
DEVELOPMENT SERVICES BUILDING
150 BEAVERCREEK ROAD OREGON CITY, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Granite Construction Company for
Bull Run River (SE Bull Run Rd) Bridge Approach**

Purpose/Outcomes	This Contract will repair the approaches for the Bull Run River Bridge Approach. Work will add drainage curbs, paving, striping, and minor road improvements.
Dollar Amount and Fiscal Impact	Contract value is \$179,179.00
Funding Source	215-7432-02101-481200-22258 DTD funds
Duration	Contract execution through December 31, 2019
Previous Board Action	None
Strategic Plan Alignment	This project will provide strong infrastructure and ensure safe communities by maintaining the County's existing road infrastructure.
Contact Person	Jonathan Hangartner, Project Manager 503-742-4649

Background:

The existing pavement is in poor condition at the approaches to the Bull Run River (SE Bull Run Rd) Bridge, and repairs are required to fix subsurface failure. This location experiences heavy truck loads at the bridge. Repair of the approaches will provide safer movement of vehicles and have a smoother transition and less wearing impact to the existing bridge structure.

The proposed work removes up to thirty-five inches of asphalt and roadway base and replaces it with 14 inches of aggregate base course and seven-and-a-half inches of asphalt pavement. The majority of the work will consist of approximately 150 feet of saw cutting, 55 feet of drainage curbs, 400 tons of aggregate base, 1,155 square yards of cold plane pavement removal, approximately 400 tons of asphalt paving, and 2,500 feet of thermoplastic striping. Road improvements will also include shoulder construction, grading, and guardrail adjustment.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2019 with final completion not later than December 31, 2019.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 17, 2019. Bids were opened on February 19, 2019. The County received four (4) bids: Elk Mountain Construction, \$264,630.00; Granite Construction Company, \$179,179.00; Brix Paving Northwest, \$210,000.00; and S-2 Contractors, \$195,100.00. Granite Construction Company was determined to be lowest responsive bidder.

This contract has been reviewed and approved by County Counsel.

Recommendation:

Staff respectfully recommends that the Board approves and signs this Public Improvement Contract with Granite Construction Company for the Bull Run River (SE Bull Run Rd) Bridge Approach.

Sincerely,

Jonathan Hangartner, Project Manager

Placed on the BCC Agenda _____ by Procurement



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County, a political subdivision of the State of Oregon, hereinafter called "Owner," and **Granite Construction Company**, hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties and all County approvals have been obtained, whichever is later.

Project Name: # 2019-02 Bull Run River (SE Bull Run Rd) Bridge Approach

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **one hundred seventy-nine thousand one hundred seventy-nine dollars (\$179,179.00)** (the "Contract Price"), to be paid to the Contractor by Owner in the manner and at the time hereinafter provided, and subject to the terms and conditions provided for in the Instructions to Bidders and other Contract Documents (as defined in the project specifications) referenced within the Instructions to Bidders), all of which are incorporated herein by reference, hereby agrees to perform all Work described and reasonably inferred from the Contract Documents. The Contract Price is the amount contemplated by the Base Bid.

Also, the following documents are incorporated by reference in this Contract and made a part hereof:

- Notice of Contract Opportunity
- Supplemental Instructions to Bidders
- Public Improvement Contract Form
- Prevailing Wage Rates
- Plans, Specifications and Drawings
- Instructions to Bidders
- Bid Bond
- Performance Bond and Payment Bond
- Payroll and Certified Statement Form

The Plans, Specifications and Drawings expressly incorporated by reference into this Contract includes, but is not limited to, the Special Provisions for Highway Construction (the "Specifications"), together with the provisions of the Oregon Standard Specifications for Construction (2015) referenced therein.

2. Representatives.

Contractor has named Grant Young as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicted below (check one):

Unless otherwise specified in the Contract Documents, the Owner designates Jonathan Hangartner as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.

Name of Owner's Authorized Representative shall be submitted by Owner in a separate writing.

3. Key Persons.

The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further

replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Grant Young shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

Project Manager: Erik Green shall be the Contractor's project manager and will participate in all meetings throughout the project term.

Job Superintendent: Bill Wilson shall be the Contractor's on-site job superintendent throughout the project term.

Project Engineer: Erik Green shall be the Contractor's project engineer, providing assistance to the project manager, and subcontractor and supplier coordination throughout the project term.

4. Contract Dates.

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed ("NTP")

SUBSTANTIAL COMPLETION DATE: September 30, 2019

FINAL COMPLETION DATE: December 31, 2019

Time is of the essence for this Contract. It is imperative that the Work in this Contract reach Substantial Completion and Final Completion by the above specified dates.

5. Insurance Certificates and Required Performance and Payment Bonds.

5.1 In accordance with Section 00170.70 of the Specifications, Contractor shall furnish proof of the required insurance naming Clackamas County as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

5.2 Primary Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

5.2.1 Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

5.3 Builder's Risk Insurance: During the term of the Contract, for new construction the Contractor shall obtain and keep in effect Builder's Risk insurance on an all risk forms, including earthquake and flood, for an amount equal to the full amount of the Contract, plus any changes in values due to modifications, Change Orders and loss of materials added. Such Builder's Risk shall include, in addition to earthquake and flood, theft, vandalism, mischief, collapse, transit, debris removal, and architect's fees "soft costs" associated with delay of Project due to insured peril. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible which shall not exceed 2 percent of each loss or \$50,000, whichever is greater. The deductible shall be paid by Contractor.

The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear.

5.4 Builder's Risk Installation Floater: For Work other than new construction, Contractor shall obtain and keep in effect during the term of the Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under the Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. The policy will include as loss payees Owner, the Contractor and its Subcontractors as their interests may appear. Owner may waive this requirement at its sole and absolute discretion.

5.4.1 Such insurance shall be maintained until Owner has occupied the facility.

5.4.2 A loss insured under the Builder's Risk insurance shall be adjusted by the Owner and made payable to the Owner as loss payee. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The Owner shall have power to adjust and settle a loss with insurers.

5.5 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

5.6 Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

5.7 Before execution of the Contract, the Contractor shall file with the Construction Contractors Board, and maintain in full force and effect, the separate public works bond required by Oregon Revised Statutes, Chapter 279C.830 and 279C.836, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring the Subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work, unless otherwise exempt, and shall verify that the Subcontractor has filed a public works bond before permitting any Subcontractor to start Work.

5.8 When the Contract Price is \$50,000 or more, the Contractor shall furnish and maintain in effect at all times during the Contract Period a performance bond in a sum equal to the Contract Price and a separate payment bond also in a sum equal to the Contract Price. Contractor shall furnish such bonds even if the Contract Price is less than the above thresholds if otherwise required by the Contract Documents.

5.9 Bond forms furnished by the Owner and notarized by Contractor's surety company authorized to do business in Oregon are the only acceptable forms of performance and payment security, unless otherwise specified in the Contract Documents.

6. Responsibility for Damages/Indemnity.

6.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under the Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, employees, guests, visitors, invitees and agents.

6.2 To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel approved by Owner) and hold harmless the Owner and its elected officials, officers, directors, agents, and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses, demands and actions of any nature whatsoever which arise out of, result from or are related to: (a) any damage, injury, loss, expense, inconvenience or delay described in this Section 6.1; (b) any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects; (c) any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract; (d) the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder (except to the extent otherwise void under ORS 30.140); and (e) any lien filed upon the Project or bond claim in connection with the Work. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 6.2.

6.3 In claims against any person or entity indemnified under Section 6.2 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 6.2 shall not be limited on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7. Tax Compliance.

Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific

performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

8. Confidential Information.

Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is confidential to Owner. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract shall be deemed confidential information of Owner ("Confidential Information"). Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purpose unless specifically authorized in writing under this Contract.

9. Counterparts.

This Contract may be executed in several counterparts, all of which when taken together shall constitute an agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Contract so executed shall constitute an original.

10. Integration.

All provisions of state law required to be part of this Contract, whether listed in the General or Special Conditions or otherwise, are hereby integrated and adopted herein. Contractor acknowledges the obligations thereunder and that failure to comply with such terms is a material breach of this Contract.

The Contract Documents constitute the entire agreement between the parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

11. Liquidated Damages

The Contractor acknowledges that the Owner will sustain damages as a result of the Contractor's failure to substantially complete the Project in accordance with the Contract Documents. These damages may include, but are not limited to delays in completion, use of the Project, and costs associated with Contract administration and use of temporary facilities.

- 11.1 Liquidated Damages shall be as follows if the actual Substantial Completion exceeds the required date of Substantial Completion:
 - 11.1.1. \$ 600 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c).

12. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.

In witness whereof, Clackamas County executes this Contract and the Contractor does execute the same as of the day and year first above written.

Contractor DATA:

**Granite Construction Company
16821 SE McGillivray Blvd. B-210
Vancouver, WA 98683**

Contractor CCB # 101195 Expiration Date: 7/19/2020

Oregon Business Registry # 011445-26 Entity Type: FBC

State of Formation: California

Payment information will be reported to the IRS under the name and taxpayer ID# provided by the Contractor. Information must be provided prior to contract approval. Information not matching IRS records could subject Contractor to 28 percent backup withholding.

Granite Construction Company

Clackamas County Board of County Commissioners

Authorized Signature

Date

Chair

Date

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

County Counsel

Date